

**REGULAR MEETING
OF THE MADERA CITY COUNCIL**
205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

**Wednesday, April 18, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

PRESENTATIONS

1. Presentation of National Night Out Award
2. Madera High School Vision Leadership Academy Program Overview and Graduate Recognition (Tim Riche)

INTRODUCTIONS

There are no introductions.

A. WORKSHOP

A-1 Update on Proposed Arts Center (Rochelle Noblett)

B. CONSENT CALENDAR

B-1 Minutes – There are no minutes for consideration.

B-2 Warrant Disbursement Report 3/27/18 – 4/09/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for 2/26/18 – 3/25/18 (Report by John Scarborough)

B-4 Consideration of a Minute Order Rejecting a Claim Filed by Eva Castro (Report by Wendy Silva)

B-5 Consideration of a Resolution Adopting the City of Madera Project List for Fiscal Year 2018-19 Funded by SB-1 Road Maintenance and Rehabilitation Account-Local Streets and Roads Funding Program (Report by Keith Helmuth)

B-6 Consideration of a Resolution Accepting Easement Deed Offered by Jerry and Karen Jones, in Conjunction with the Matilda Torres High School Project, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

B-7 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Replacement of Police Unit 6007, a 2016 Ford Interceptor SUV (Report by Wendy Silva)

B-8 Consideration of a Resolution of the City Council of the City of Madera to Approve a License from the U.S. Bureau of Reclamation, Contract No. 17-LC-20-2111 for Use of Bureau Right-Of-Way for the Construction, Operation, and Maintenance of the Sewer Pipeline Crossing at Ellis Street and Lateral 24.2, and Authorizing the Mayor to Execute the License on Behalf of the City (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2018-2019 Porsche Club of America Autocross Events and Authorizing the Mayor to Execute the Permit on Behalf of the City (Report by John Scarborough)

B-10 Consideration of a Resolution Rescinding Resolution No. 18-38 and Approving a Revised Agreement with Raftelis Financial Consultants, Inc. for consulting Services Related to Updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan and Authorizing the Mayor to Sign the Contract on Behalf of the City (Report by Tim Przybyla)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

- C-1 Consideration of a Resolution Approving a Joint Powers Agreement with the County of Madera and Madera Unified School District to Form the Madera County Arts Authority and Authorizing the Mayor to Execute the Agreement; and

Request for Appointment of a Board Representative, and a First and Second Alternate to the Madera County Arts Authority (Report by Steve Frazier)

- C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 6,000 Square Feet of Land Located 100 Feet North of the Northwest Corner of East Yosemite Avenue and High Street from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District (Report by Chris Boyle)

- C-3 Consideration of a Resolution Awarding the Contract for the Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02, to Cushman Contracting Corporation in the Amount of \$3,312,000, for the Base Bid Less Deductive Item C, Authorizing Construction Contract Contingencies in the Amount of \$300,000, Construction Inspection and Management Up to \$100,000 and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Presentation of the Preliminary City of Madera Enterprise Fund Budgets for Fiscal Year 2018/2019; and

Request for Direction from the Council for a Budget Workshop Date (Report by Tim Przybyla)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

- G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

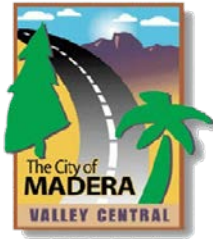
- G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting May 2, 2018

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for April 18, 2018, near the front entrances of City Hall at 4:30 p.m. on April 12, 2018.

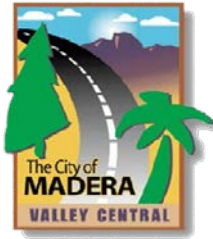

Sonia Alvarez, City Clerk



**Madera City Council Agenda 04/18/18
Agenda Item A-1**

Update on Proposed Arts Center

**Presentation only.
There is no written report for this item.**



**Madera City Council Agenda 04/18/18
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of April 18th, 2018
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 04/18/2018

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

March 27th, 2018 to April 9th, 2018

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	17098-17255	\$	756,733.55
Wire Transfer	Union Bank Payroll and Taxes	\$	624,661.58
Wire Transfer	SDI	\$	2,283.81
Wire Transfer	Cal Pers	\$	207,217.21

Respectfully submitted,



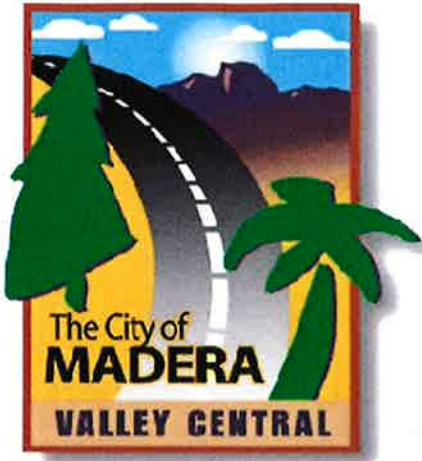
Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
April 9th, 2018

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
17098	03/29/2018	ACRO SERVICE CORPORATION	Temporary Draftsman fr FY18/19	2,272.32
17099	03/29/2018	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	3,661.50
17100	03/29/2018	AKEL ENGINEERING GROUP, INC.	PROFESSIONAL ENGINEERING SERVICE	68,936.86
17101	03/29/2018	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR MARCH 2018	150.00
17102	03/29/2018	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
17103	03/29/2018	WEST VALLEY CONSTRUCTION	REFUND DEPOSIT FOR METER #21	1,605.85
17104	03/29/2018	ORROSTIETA, LEONARDO	ASSET FORFEITURE REIMBURSEMENT	1,076.00
17105	03/29/2018	AT&T	PD PRIVATE LINE SVS 03/19 - 04/18	376.51
17106	03/29/2018	AT&T	03/18 CALNET 3 SVS 9391031571	1,006.17
17107	03/29/2018	CALIFORNIA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES OCT - DEC 2017	1,876.98
17108	03/29/2018	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES	238.73
17109	03/29/2018	CHIARAMONTE, GIACHINO	PER DIEM FBI NATIONAL ACADEMY	586.50
17110	03/29/2018	CITY OF MADERA	03/18 UTILITIES ACCT# 003040441-0	42.19
17111	03/29/2018	COMCAST	CITY INTERNET CONNECTION 03/15- 04/14/18	1,372.25
17112	03/29/2018	CORE BUSINESS INTERIORS	SPRING COVER KIT FOR CHAIRS	239.89
17113	03/29/2018	CREATIVE COPY	NOTICE TO APPEAR-MOVING VIOLATIONS BOOKS	1,365.65
17114	03/29/2018	DIAMOND COMMUNICATIONS	YOUTH CENTER FIRE ALARM INSPECTION	682.50
17115	03/29/2018	FELIPE, MIKE	PER DIEM CRWA REIMBURSEMENT	23.33
17116	03/29/2018	FIRST TRANSIT INC.	FIRST TRANSIT JANUARY 2018	80,586.64
17117	03/29/2018	GOLDEN STATE FLOW MEASUREMENT INC.	REPAIRS TO METER PROGRAMMER	485.67
17118	03/29/2018	HICKMAN, JAMIE	PER DIEM QUALIFIED APPLICATOR CERT EXAM	96.00
17119	03/29/2018	TRENTMAN CORPORATION	Paint Reflective Beads	10,184.16
17120	03/29/2018	LEE, KENG	REIMBURSEMENT 2/15/18 WWTP LUNCHEON	30.00
17121	03/29/2018	LEE, KENG	REIMBURSEMENT FOR LAB ANALYST GRADE 1 TEST	165.00
17122	03/29/2018	LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	260.57
17123	03/29/2018	M A C E A	MARCH 2018 MONTHLY DUES	1,880.00
17124	03/29/2018	M P O A	MARCH 2018 MONTHLY DUES	7,430.92
17125	03/29/2018	M.C.E.A.	MARCH 2018 MONTHLY DUES	370.00
17126	03/29/2018	MADERA COUNTY	AMTRAK 50% SHARE BILL OCT-DEC 2017	297.00
17127	03/29/2018	MADERA COUNTY E D C	2018- STATE OF THE COUNTY 03/28/18 - TIM PRZYBYLA	30.00
17128	03/29/2018	MADERA COUNTY TREASURER	FEBRUARY 2018 PARKING PENALTIES	157.50
17129	03/29/2018	MADERA TRIBUNE	CDBG ADVERTISING	1,260.00
17130	03/29/2018	MADERA TRIBUNE	WWTP OPERATOR III AD	20.19
17131	03/29/2018	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	62.25
17132	03/29/2018	MCKENZIE, DEBRA	PER DIEM CALACT SPRING CONFERENCE	369.94
17133	03/29/2018	MID-MGMT EMPLOYEE GROUP	MARCH 2018 MONTHLY DUES	690.00
17134	03/29/2018	NOLAN MCGUIRE CONSTRUCTION	14-CalHome-9862 420 N. D St.	13,915.00
17135	03/29/2018	RIVAS, SHARRY	REFUND ALARM REGISTRATION FEE - PAID IN ERROR	50.00
17136	03/29/2018	PACIFIC GAS & ELECTRIC	03/18 SVS 1619119913-8	121,338.08
17137	03/29/2018	PHOENIX GROUP INFO SYS	CITATIONS FEBRUARY 2018	363.55
17138	03/29/2018	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	8,614.87
17139	03/29/2018	TESEI PETROLEUM, INC.	FUEL	364.21
17140	03/29/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS FEBRUARY 2018	111.00
17141	03/29/2018	SOLORIO CANDELARIO OR PELAYO, MARIA. F	Utility Billing Credit Refund	246.28
17142	03/29/2018	UNION PACIFIC RAILROAD CO.	OLIVE AVE WIDENING PLAN REVIEW	783.00
17143	03/29/2018	VERIZON WIRELESS	COUNCIL IPAD SVC FEB 11 - MAR 10	418.11
17144	03/29/2018	WATCHGUARD VIDEO	SOFTWARE WINDOWS SERVER	243.56
17145	04/06/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	2,720.00
17146	04/06/2018	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 04/06/18 PAYROLL	984.19
17147	04/06/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE 04/18 - ENGINEERING DEPT	90.00
17148	04/06/2018	AUTOMATED ACCESS INC.	REPLACE EXIT GATE OUTSIDE SAFETY LOOP	754.36
17149	04/06/2018	BANK OF NEW YORK MELLON	ARBITRAGE CALCULATION	1,500.00
17150	04/06/2018	BANK OF NEW YORK MELLON	ARBITRAGE CALCULATION	1,500.00
17151	04/06/2018	BANK OF NEW YORK MELLON	ARBITRAGE CALCULATION	1,500.00
17152	04/06/2018	BANK OF NEW YORK MELLON	ARBITRAGE CALCULATION	2,000.00
17153	04/06/2018	YAHNIAN, RICHARD	CANCELLED PERMIT #20172392	212.23
17154	04/06/2018	BOTWRIGHT JR., JOHN D.	PER DIEM CRWA 2018 EDUCATION AND EXHIBITOR EXPO	224.00
17155	04/06/2018	BROOKS, ERIC	PER DIEM CRWA 2018 EDUCATION AND EXHIBITOR EXPO	224.00
17156	04/06/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 04/06/18 PAYROLL	1,961.50
17157	04/06/2018	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW/STREETS	1,895.74
17158	04/06/2018	CANON FINANCIAL SERVICES	NASPO Contract 3091/7-15-70-23	3,821.87
17159	04/06/2018	CITY OF MADERA	DRIP IRRIGATION REBATE APPLY TO 9914178	63.43
17160	04/06/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9919705	99.00
17161	04/06/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9895127	100.00
17162	04/06/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9895127	100.00
17163	04/06/2018	CITY OF MADERA	SMART IRRIGATION CONTROLLER - APPLY TO ACCT 9914178	139.98
17164	04/06/2018	CITY OF MADERA	SMART IRRIGATION CONTROLLER - APPLY TO ACCT 9891228	190.00
17165	04/06/2018	CITY OF MADERA	REFUND ENCROACHMENT PERMIT APPLY TOWARDS BL#12586	197.00
17166	04/06/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO 4576341	200.00
17167	04/06/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9891054	598.00

17168	04/06/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 04/06/18 PAYROLL	994.79
17169	04/06/2018	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	236.00
17170	04/06/2018	CROWN SERVICES CO.	PORTABLE RESTROOM RENTAL	230.00
17171	04/06/2018	DATAPROSE, LLC	MARCH & APRIL 2018 STATEMENTS/ NEWLETTER/ 48HR	27,928.12
17172	04/06/2018	DOWNTOWN FORD SALES	2017 F350 DRW with Utility Bod	41,724.64
17173	04/06/2018	DOWNTOWN FORD SALES	2017 F350 DRW with Utility Bed	55,780.90
17174	04/06/2018	ENVIRO CLEAN	FLOOR MACHINE CHARGER REPAIR	78.83
17175	04/06/2018	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 3 MEDIAN MAINTENANCE MARCH 2018	14,720.00
17176	04/06/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 03/16/18-03/31/18	11,025.00
17177	04/06/2018	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS 01/18	39.60
17178	04/06/2018	HOUSING AUTHORITY OF THE CITY OF MADERA	REIMBURSE EXPENSES - POMONA RANCH HOMELESS SHELTER	100,901.77
17179	04/06/2018	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,138.25
17180	04/06/2018	LINCOLN FINANCIAL	LIFE AND LTD APRIL 2018	7,749.47
17181	04/06/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
17182	04/06/2018	MADERA SAFE & LOCK SERVICE	VAULT DOOR REPAIR	125.00
17183	04/06/2018	MADERA TRIBUNE	P.C. ITEM APR.	360.75
17184	04/06/2018	MADERA TRIBUNE	PUBLISH ORD 951 C.S. SUMMARY	552.50
17185	04/06/2018	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL CHARGES FOR MARCH 2018 - TRANSIT	2,316.34
17186	04/06/2018	MATHIES, MICHAEL	PER DIEM CRWA 2018 EDUCATION AND EXHIBITOR EXPO	224.00
17187	04/06/2018	McCURDY, REBECCA	PER DIEM TYLER CONNECT 2018 USER CONFERENCE	258.75
17188	04/06/2018	METTLER TOLEDO, INC.	EQUIPMENT CALIBRATION SERVICE	660.29
17189	04/06/2018	MUNISERVICES, LLC	STARS - Q3 - 2017	1,400.31
17190	04/06/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/06/18 PAYROLL	2,142.16
17191	04/06/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/06/18 PAYROLL	9,493.81
17192	04/06/2018	NUNEZ, MARK	PER DIEM GRADE 3 WASTEWATER & MATH REVIEW	445.87
17193	04/06/2018	O'HARO, SUSAN	PER DIEM TYLER CONNECT 2018 USER CONFERENCE	258.75
17194	04/06/2018	PACIFIC GAS & ELECTRIC	03/18 SVS 8178280304-3	17,498.34
17195	04/06/2018	ALACORN, ANTIONETTE	PARK DEPOSIT REFUND	50.00
17196	04/06/2018	CALVILLO, EILEEN	PARK DEPOSIT REFUND	50.00
17197	04/06/2018	COLEY, JEANNE	FACILITY DEPOSIT REFUND	107.50
17198	04/06/2018	CORTES, ABI	REFUND LATE FEE - ADULT BASKETBALL REC LEAGUE	25.00
17199	04/06/2018	DE LOS SANTOS, KIMBERLEE	PARK DEPOSIT REFUND	50.00
17200	04/06/2018	FERNANDEZ, MARILU	PARK DEPOSIT REFUND	50.00
17201	04/06/2018	FUENTES, DELIA	PARK DEPOSIT REFUND	140.00
17202	04/06/2018	JIMENEZ, LYDIA	FACILITY DEPOSIT REFUND	100.00
17203	04/06/2018	LEE, LAURET	FACILITY CANCELLATION	165.00
17204	04/06/2018	LOPEZ, MARY	PARK DEPOSIT REFUND	50.00
17205	04/06/2018	MARTINEZ, ELVA	PARK DEPOSIT REFUND	50.00
17206	04/06/2018	OHANO, KALYN	PARK DEPOSIT REFUND	50.00
17207	04/06/2018	PERALTA, JAIME	FACILITY DEPOSIT REFUND	230.00
17208	04/06/2018	TRINIDAD-DIAZ, NORMA	PARK DEPOSIT REFUND	50.00
17209	04/06/2018	VALLEY WEST CHRISTIAN CENTER	PARK DEPOSIT REFUND	50.00
17210	04/06/2018	PRINCIPAL LIFE INSURANCE COMPANY	APRIL 2018 DENTAL INSURANCE	17,107.57
17211	04/06/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL CHUMLEY APRIL 2018	148.50
17212	04/06/2018	RONALD J. MANFREDI	BILLING CONTRACT ITEMS 1 & 2	6,666.67
17213	04/06/2018	ROSAS, DIANA	PER DIEM TYLER CONNECT 2018 USER CONFERENCE	224.25
17214	04/06/2018	SILVA, WENDY	PER DIEM TYLER CONNECT 2018 USER CONFERENCE	224.25
17215	04/06/2018	SLOUDERS, MARK	PER DIEM TYLER CONNECT 2018 USER CONFERENCE	258.75
17216	04/06/2018	SOUTHERN COMPUTER WAREHOUSE, INC.	LAPTOP	1,746.79
17217	04/06/2018	SPARKLETT	ENGINEERING WATER	54.95
17218	04/06/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 04/06/18 PAYROLL	238.12
17219	04/06/2018	STATE WATER RESOURCES CONTROL BOARD	WWTP OPERATOR CERTIFICATE RENEWAL -MOLINA HUMBERTO	150.00
17220	04/06/2018	TESEI PETROLEUM, INC.	FUEL	1,046.82
17221	04/06/2018	TESEI PETROLEUM, INC.	FUEL CHARGES 03/11-03/20/18	10,886.44
17222	04/06/2018	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE - APR	258.96
17223	04/06/2018	AFB FUTURE INVESTMENTS	Utility Billing Credit Refund	169.09
17224	04/06/2018	CAMARILLO FRANCISCO	Utility Billing Credit Refund	190.35
17225	04/06/2018	CITY OF MADERA OR AQUINO MARIA	Utility Billing Credit Refund	150.43
17226	04/06/2018	CITY OF MADERA OR RAMIREZ-NOLASCO SILVAN	Utility Billing Credit Refund	150.70
17227	04/06/2018	CREAMER CASEY	Utility Billing Credit Refund	300.03
17228	04/06/2018	DAVIDSON ANDREW OR CITY OF MADERA	Utility Billing Credit Refund	151.42
17229	04/06/2018	DEL PINO LEON A	Utility Billing Credit Refund	187.62
17230	04/06/2018	GARCIA SALVADOR OR CITY OF MADERA	Utility Billing Credit Refund	150.86
17231	04/06/2018	GIRON RAMIREZ BENITO	Utility Billing Credit Refund	131.65
17232	04/06/2018	HIBDON PAT OR CITY OF MADERA	Utility Billing Credit Refund	151.30
17233	04/06/2018	HILLENBRAND STACEY	Utility Billing Credit Refund	77.99
17234	04/06/2018	LAZARO JORGE	Utility Billing Credit Refund	157.62
17235	04/06/2018	MARTIN AL A	Utility Billing Deposit Refund	10.43
17236	04/06/2018	MCDUGAL JUDITH	Utility Billing Credit Refund	162.42
17237	04/06/2018	MORALES VIBALDO Y ROJAS	Utility Billing Credit Refund	177.43
17238	04/06/2018	MORENO JOSEFINA AND ELISEO OR CITY OF MADERA	Utility Billing Credit Refund	151.00
17239	04/06/2018	ORDAZ JOSE OR CITY OF MADERA	Utility Billing Credit Refund	150.61
17240	04/06/2018	PEFFLY TIM C/O NEWTON PROPERTIES OR CITY OF MADERA	Utility Billing Deposit Refund	304.91
17241	04/06/2018	PEFFLY TIM C/O NEWTON PROPERTIES OR CITY OF MADERA	Utility Billing Deposit Refund	249.55

17242	04/06/2018	PEFFLY TIM C/O NEWTON PROPERTIES OR CITY OF MADERA	Utility Billing Deposit Refund	264.99
17243	04/06/2018	RENDON SYLVIA	Utility Billing Credit Refund	178.33
17244	04/06/2018	RODRIGUEZ MANUEL AND ELISA OR CITY OF MADERA	Utility Billing Credit Refund	150.64
17245	04/06/2018	RUIZ JESUS OR THE CITY OF MADERA	Utility Billing Credit Refund	150.91
17246	04/06/2018	SATVIR SINGH	Utility Billing Deposit Refund	3,618.53
17247	04/06/2018	TIZCARENO YOLANDA	Utility Billing Credit Refund	151.55
17248	04/06/2018	VERA GONZALO	Utility Billing Credit Refund	213.73
17249	04/06/2018	WELLS WILLIAM B	Utility Billing Credit Refund	231.54
17250	04/06/2018	UNION BANK OF CALIFORNIA	SVS FOR PERIOD NOVEMBER 1 TO JANUARY 31, 2018	875.00
17251	04/06/2018	UNION PACIFIC RAILROAD CO.	OLIVE AVE WIDENING PLAN REVIEW	41.50
17252	04/06/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 03/23/18 PAYROLL	23,283.50
17253	04/06/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 04/06/18 PAYROLL	23,342.63
17254	04/06/2018	WATERTALENT, LLC	WWTP Temp Operator	4,000.00
17255	04/06/2018	WILLDAN FINANCIAL SERVICES	CFD FEES FOR APRIL 2018	817.15
Bank # 1 - Union Bank General Account Total				756,733.55



REPORT TO CITY COUNCIL

MEETING DATE: April 18, 2018

AGENDA ITEM NUMBER: B-3

Approved By:


INTERIM PUBLIC WORKS DIRECTOR

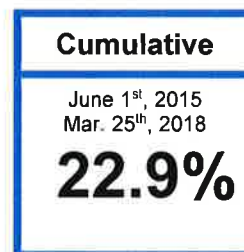
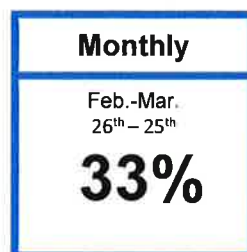

INTERIM CITY ADMINISTRATOR

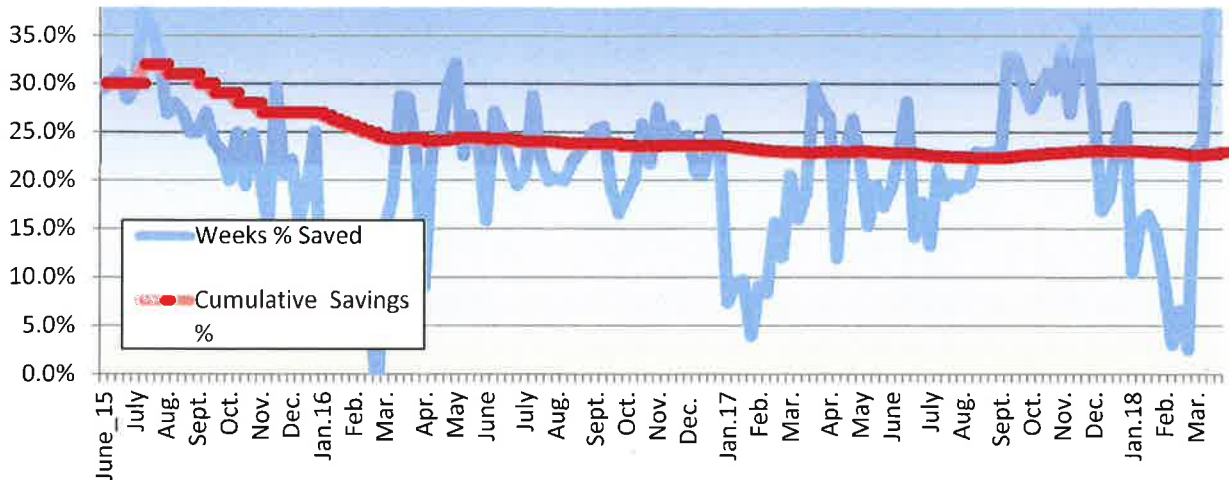
SUBJECT: Water Conservation Report for February 26th through March 25th

RECOMMENDATION: Staff recommends that Council review the attached report of water conservation activities and progress in reducing residential water consumption.

BACKGROUND: This report addresses the four different areas of focus: water conservation & education, water patrol activity, water meter maintenance activities, and information on the overall capacity of the water wells, the amount of production, and reserve production capacity.

WATER CONSERVATION: As illustrated in the chart, the City's average monthly water conservation rate for March 2018 is increased at 33% from 21.2% in March 2017. Below is the most current water conservation data.





CONSERVATION OUTREACH: As part of our local outreach and education, water conservation presentations were made at the following schools.

Conservation Outreach

Sierra Vista Elementary (50 Students)
 Eastin-Arcola Elementary (75 Students)
 Berenda Elementary (80 Students)
 Parkwood Elementary (90 Students)
 George Washington Elementary (95 Students)

WATER PATROL: The water patrol staff made a total of 145 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT

Individual Contacts	145	1st offenses (\$75)	19
Verbal Warnings	3	2nd offenses (\$200)	3
Correction Notices	15	3rd or more offense (\$500)	1

WATER METERS: During this reporting period, the water meter staff performed various repair and/or meter programming at 78 properties. Customer concern investigations were conducted and the investigations resulted in discovery of leaks at 10 properties.

Staff has completed programming of the newly installed meters from the Water Meter Installation Project and processed the information to the Utility Billing Department.

The Division is also compiling data on all of the meters that are currently being manually read. This data will be used to prepare information for a meter installation project to replace manually read meters with the automatic read meters when funding is identified.

REBATE PROGRAM: This reporting period, the division has received 13 new applications for turf replacement and have received and processed an additional 31 applications for the various other rebate opportunities.

SYSTEM CAPACITY: Attached is a table which shows the daily quantity of water pumped and performance of the City's system of water wells and its ability to provide fire flow between February 26th and March 25th 2018. The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity.

FINANCIAL IMPACT: The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage: ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.

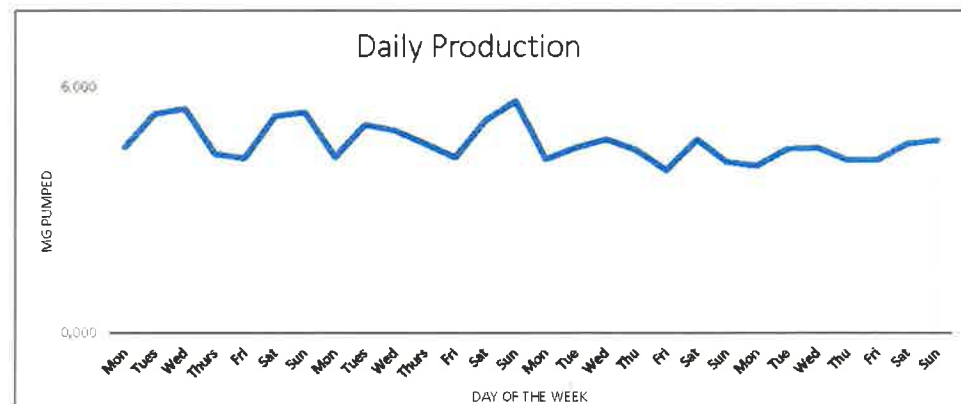
CITY OF MADERA
 STATUS REPORT February 26th - MARCH 25th, 2018
 DEPARTMENT OF PUBLIC WORKS
 WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY
 WATER DIVISION

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
2/26/2018	Mon	53	4.529	8pm-9pm	46	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
2/27/2018	Tues	55	5.347	10pm-11pm	46	780,000	14	5	9	12131	Yes	Yes	Yes	Yes
2/28/2018	Wed	60	5.471	11pm-12pm	44	780,000	14	5	9	12131	Yes	Yes	Yes	Yes
3/1/2018	Thurs	58	4.362	10pm-11pm	46	780,000	14	4	10	13041	Yes	Yes	Yes	Yes
3/2/2018	Fri	57	4.257	2pm-3pm	45	780,000	14	3	11	14241	Yes	Yes	Yes	Yes
3/3/2018	Sat	56	5.283	12pm-1pm	44	780,000	14	4	10	13041	Yes	Yes	Yes	Yes
3/4/2018	Sun	57	5.379	11pm-12pm	44	820,000	14	5	9	12131	Yes	Yes	Yes	Yes
3/5/2018	Mon	62	4.278	8pm-9pm	44	680,000	14	3	11	14031	Yes	Yes	Yes	Yes
3/6/2018	Tues	69	5.076	10pm-11pm	44	780,000	14	5	9	12086	Yes	Yes	Yes	Yes
3/7/2018	Wed	74	4.932	10pm-11pm	42	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/8/2018	Thurs	74	4.609	9pm-10pm	41	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/9/2018	Fri	73	4.271	8pm-9pm	46	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
3/10/2018	Sat	66	5.173	11pm-12am	47	820,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/11/2018	Sun	71	5.653	9pm-10pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/12/2018	Mon	79	4.227	8pm-9pm	46	780,000	14	3	11	14321	Yes	Yes	Yes	Yes
3/13/2018	Tue	73	4.512	7pm-8pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/14/2018	Wed	61	4.713	8pm-9pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/15/2018	Thu	62	4.451	8pm-9pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/16/2018	Fri	59	3.960	5pm-6pm	31	780,000	14	2	12	15231	Yes	Yes	Yes	Yes
3/17/2018	Sat	59	4.702	2pm-3pm	31	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
3/18/2018	Sun	59	4.158	11am-12pm	46	780,000	14	3	11	14351	Yes	Yes	Yes	Yes
3/19/2018	Mon	69	4.073	8pm-9pm	46	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
3/20/2018	Tue	59	4.478	2pm-3pm	46	780,000	14	3	11	14031	Yes	Yes	Yes	Yes
3/21/2018	Wed	64	4.510	9pm-10pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/22/2018	Thu	69	4.213	10pm-11pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/23/2018	Fri	61	4.214	10pm-11pm	46	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/24/2018	Sat	63	4.606	5pm-6pm	45	780,000	14	4	10	13121	Yes	Yes	Yes	Yes
3/25/2018	Sun	60	4.690	2pm-3pm	46	180,000	14	3	11	14351	Yes	Yes	Yes	Yes

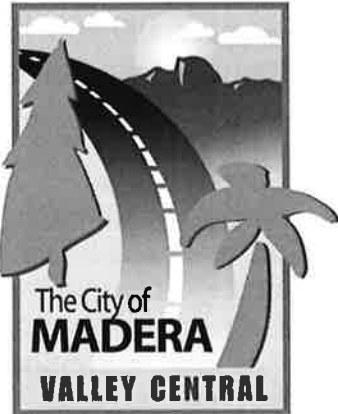
* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

** Elevated tank has a 1,000,000 gallon maximum capacity.

18	Total Wells
4	Wells Not Available
	#16 Being Retrofitted for Submersible Pump to Gain 500 gpm
	#20 Air intrusion
	#26 Pulled as of 11/2/2017
	#27 Redevelopment in process
14	Number of Wells Available



REPORT TO CITY COUNCIL



Council Meeting of April 18, 2018

Agenda Item Number B-4

Approved by:

Wendy Selva
Department Director

Steve Krangel
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Eva Castro

RECOMMENDATION

It is recommended Council reject the claim filed by Eva Castro. The City will send a rejection notice to Ms. Castro.

HISTORY

A claim was filed on March 13, 2018 by Ms. Castro. The claimant is alleging that the damages from her sewer line allocated unforeseeable expenses. Ms. Castro is seeking \$7,750 in damages.

SITUATION

The claimant alleges that on January 23rd, 2018, the Public Works Department repaired a street water line that had a leak in front of her residence. After the repairs, the claimant is alleging that she noticed the plumbing at her residence "slowing down". Ms. Castro stated she complained to the City to address the issue. However, the claimant is alleging that the City refused to address the issue and instructed her to contact a plumber. According to the claimant, she hired a plumber and they advised her that the claimant's sewer line was impacted during the repairs made by the City. The claimant is alleging that due to the City's negligence and refusal to address the issue, she and her family were unable to relieve themselves causing anxiety, frustration and inconvenience. They had to use public restrooms and were unable to cook, do laundry, or conduct any personal hygiene at their residence. Ms. Castro is alleging that repairs were completed on February 5th, 2018. She itemized the \$7,750 expenses with the following: plumbing bill \$350.00, meals \$1,200.00, gas \$200.00, pain and suffering \$6,000.00. Ms. Castro requested a check to be sent to her in the amount of \$7,750 and if she did not get an answer she would file a formal legal action.

Suzanne Johnson, AIMS, investigated the claim. She spoke with John Scarborough, Interim Public Works Director, and Lynn Hollier, Lead Worker in the Water Department. Mr. Scarborough confirmed that there was a water leak detected on the street of the claimant's residence. He also stated that prior to the repairs, City staff tried notifying the claimant that the water would be shut off while they conducted repairs. However, no one was home and the repairs were completed before the residents returned home. Mr. Scarborough stated that several days after the repairs, they received a call from the claimant regarding a leak near her house. Staff was dispatched to the claimant's residence and they were not able to locate a leak. The staff notified Ms. Castro that any leak near her house was not within the City's jurisdiction. Soon after, Ms. Castro contacted City staff and informed them of a sewer leak near her house. The City responded promptly and discovered that the sewer line in the vicinity of the previous water leak was cracked. They made the necessary repairs and advised Ms. Castro that the leak at her house was not related to the sewer line being broken. Mr. Scarborough stated that sewage backed up into the claimant's yard because there was a leak in the claimant's line near her house. According to the claimant, her husband dug up the sewer line in their yard and wrapped the pipe with plastic. Mr. Scarborough stated that as a courtesy the City repaired the claimants line correctly. Mr. Scarborough also verified that the claimant had water flow every day. He mentioned that if the claimant had sewage inside her house it was due to the broken pipe she had in her yard.

Per discussion with Mr. Hollier, he stated that the claimant showed his staff a sewer leak in front of her home. He stated that Ms. Castro revealed that her husband had repaired the leak by placing tape and plastic around the pipe. Mr. Hollier explained that the problem with the claimant's sewer lateral would have caused exterior issues such as build-up of sewage. He also stated that as a result of the cracked sewer line in the street, it might have only caused slow drainage such as the toilet not flushing properly or the shower not draining as quickly. It would not cause the residence to have dirty water issues. In summary, Mr. Hollier felt that the City did everything they could to address the claimant's concerns, even though the claimant's initial complaint was not sewer related.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City. Ms. Castro was unable to provide Ms. Johnson with receipts to substantiate the costs allegedly incurred. Ms. Castro stated that she paid most of the expenses via cash. Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

CITY OF MADERA

CLAIM FORM

Madera City Clerk

RECEIVED

By: DalvarezDate: 3/13/18

(Please Type Or Print)

CLAIM AGAINST CITY OF MADERA

(Name of Entity)

Claimant's name: EVA CASTRO

Telephone Number

SS#

DOB:

Gender: Male

Female

X

Claimant's address:

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: 01-25-2018 through 02-05-2018

Date injuries, damages, or losses were discovered:

Location of incident/accident: MADERA CAWhat did entity or employee do to cause this loss, damage, or injury? CITY OF MADERABROKE AND DAMAGED SEWER LINE

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

What specific injuries, damages, or losses did claimant receive? see attached

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$ 7,750How was this amount calculated (please itemize)? see attached

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 3-13-18 Signature: Eva Castro

If signed by representative:

Representative's Name

Address

Telephone #

Relationship to Claimant

Eva Castro
[REDACTED]
[REDACTED]

March 09, 2018

City of Madera, Administrator's Office & Public Works Department
205 W. 4th Street
Madera, CA 93637

To Whom It May Concern:

On or about January 23rd, the Madera City Public Works department repaired a leak in the clean water line (pipe) on the road in front of the address shown above. After the repairs were complete, I noticed that the plumbing at my residence (the address shown above) started slowing down. I immediately contacted the Madera City Public Works Department several times; however, they refused to address the issue. They suggested I hired a plumber, as it was the homeowner's responsibility.

I hired a plumber as directed, and to offer and opinion as to the cause of the plumbing issue at my residence. The plumber confirmed that my sewage line did not have an issue, but believed the sewage line may have been impacted during the repairs by the City of Madera. The negligence caused a vast amount of damages. Due to the City's negligence and the refusal to address the issue at my residence, my family and I were unable to relieve ourselves, causing anxiety, frustration, inconvenience, as we were forced to use public restrooms. Additionally, I was unable to cook, do laundry, or conduct personal hygiene at my residence until the repairs were complete on February 5th. The damages as a result of the negligence are as follows:

Cost of plumber:	\$ 350
Meals:	\$ 1,200
Gas:	\$ 200
Pain and Suffering:	\$ 6,000
Total:	\$ 7,750

Please send me a check in that amount. If I do not hear from you within 10 days, I will assume you are not interested in resolving this matter and will promptly file a formal legal action.

Sincerely,

Eva Castro



REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of April 18, 2018

Agenda Item Number B-5


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR 2018/19 FUNDED BY THE SB-1 ROAD MAINTENANCE AND REHABILITATION ACCOUNT – LOCAL STREETS AND ROADS FUNDING PROGRAM

RECOMMENDATION:

That the City Council:

1. Adopt Res. No. 18 - _____ The City of Madera Project List for Fiscal Year 2018/19 Funded by the SB – 1 Road Maintenance and Rehabilitation Account – Local Streets and Roads Funding Program
2. Authorize the City Engineer to execute and submit the online list/application to the California Transportation Commission (CTC) for approval and adoption

SUMMARY:

On April 28, 2017 the Governor of the State of California signed Senate Bill (SB) 1, known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation, and critical safety needs on both the State Highway and local streets and road system.

The State Controller deposits portions of new funding from increases to certain fuel excise and sales taxes and vehicle registration fees into the Road Maintenance and Rehabilitation Account (RMRA) of which a percentage will be continuously apportioned by the Controller to eligible cities and counties.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds an eligible City or County shall submit to the California Transportation Commission a list of projects proposed to be funded with RMRA funds pursuant to an adopted resolution by the applicable City Council or County Board of Supervisors at a regular meeting. This list includes a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

DISCUSSION:

FY 2018/19 marks the second year that the City of Madera is receiving SB 1 funding and enables the City to continue essential road maintenance and rehabilitation projects, safety improvements and the repair of aging bridges. For FY 2018/19, the City of Madera anticipates receiving approximately \$1,200,000 from the RMRA account.

In FY 2017/18, the City received \$377,571 of RMRA revenue, that was combined with Measure T revenue to fund reclamation and chip seals projects for FY 2017/18. The Reclamation Street Resurfacing (R-000074) Project is currently out for bid with construction anticipated to begin in June of 2018. The Chip Seal Street Resurfacing (R-000075) Project will be advertised later this month. This project is anticipated to proceed to construction also in June of 2018.

The City used a recently developed Pavement Management System to develop the SB 1 project list to validate revenues being used on the most high-priority and cost-effective projects. Upon generation of the list, projects are physically reviewed by Engineering and Public Works staff, so that the optimum technologies and material recycling techniques are programmed to extend the life of City streets and to reduce future maintenance costs. Staff concurred that for the FY 2018/19 an emphasis would be placed on our arterial and collector streets as opposed to the local residential streets, which are currently being addressed with the Reclamation (R-000074) and Chip Seal (R-000075) projects. The attached list shown in Exhibit A presents the streets and roads that will be presented to the CTC for approval of the funding. The list at present has an estimated value of approximately \$1,650,000 with the anticipated funding from RMRA at \$1,200,000. Should bid prices come in lower than planned or the City consider to add additional Measure T funding, additional streets may also be repaired.

City of Madera, upon expending program funds, is required to submit documentation to the CTC that details the expenditure of all RMRA funds, including a description and location, the amount of funds expended on project, the completion date, and the estimated useful life of the improvement.

Staff is hereby recommending that Council approve the project list as presented for the City of Madera.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded by revenues generated by the SB 1 Road Maintenance and Rehabilitation Account – Local Streets and Roads (LSR). Staff will amend the 2018-19 through 2022-23 CIP and will include projects for each of the next five years, respectively.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 18 - _____

**RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR
FISCAL YEAR 2018/19 FUNDED BY THE SB-1 ROAD MAINTENANCE AND
REHABILITATION ACCOUNT – LOCAL STREETS AND ROADS FUNDING
PROGRAM**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Madera are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Madera must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Madera, will receive and estimated \$1,200,000 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City of Madera is receiving SB 1 funding and will enable the City of Madera to continue essential road maintenance and rehabilitation projects and safety improvements, that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Madera used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Madera maintain and rehabilitate approximately four (4) centerline miles of streets/roads throughout the City of Madera this year and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Madera's streets and roads are in an at-risk condition

and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an improved condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits citywide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Madera, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues, a copy of which is on file in the office of the City Clerk and referred to for particulars is hereby approved.
3. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

RMRA Seals/Overlays 2018-19

Agency Name	County	Project Title	Project Description	Project Location	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Cleveland Avenue from Raymond to Malta Street	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Cleveland Avenue from Malta Street to Calimyrna Avenue	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Cleveland Avenue from Calimyrna Avenue to Tulare Street	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Cleveland Avenue from Schnoor Street to Granada Drive	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Country Club Drive from Adell Street to Clark Street	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Country Club Drive from Sherwood to Cleveland Avenue	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Country Club Drive from Clark to Sherwood	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	D Street North from 4th Street to 5th Street	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	D Street North from 5th Street to Yosemite Avenue	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	D Street South from Yosemite Avenue to 6th Street	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	D Street South from 6th Street to 7th Street	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	D Street South from 7th Street to Clinton	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	D Street South from Clinton to 9th Street	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Gateway Drive from Cleveland to Central	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Pecan Avenue from Pine Street to Stadium Road	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Pine Street from Almond to North end of MHS	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Raymond Road from Cleveland to Laguna Way	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of a surface seal	Raymond Road from Laguna Way to City Limits	Jan-19	Jun-19	5	10
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Tozer Street from Almond to Cedar	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Tozer Street from Trail Way to A Street	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Tozer Street from Sunrise to 15th Street	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Tozer Street a ~220' section btwn 15th Street & Clinton	Jan-19	Jun-19	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from Q Street to P Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from P Street to O Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from O Street to N Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from N Street to M Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from M Street to L Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from L Street to K Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from K Street to J Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from J Street to I Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from I Street to H Street	Jan-19	Jun-20	8	15
City of Madera	Madera	RMRA Seals/Overlays 2018-19	Road maintenance by application of an overlay	Yosemite Avenue from H Street to Gateway Drive	Jan-19	Jun-20	8	15



EXHIBIT B

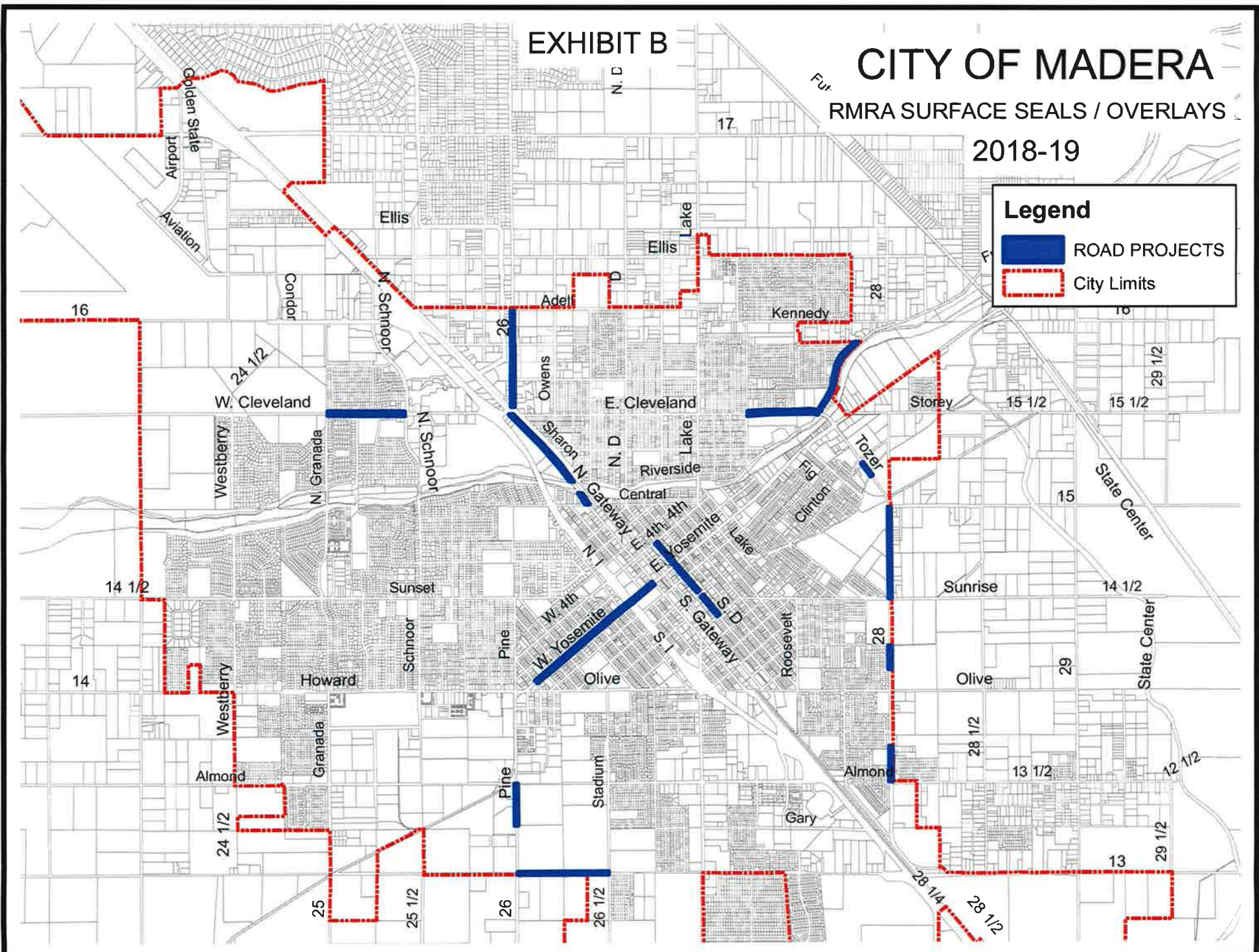
CITY OF MADERA

RMRA SURFACE SEALS / OVERLAYS

2018-19

Legend

-  ROAD PROJECTS
-  City Limits





REPORT TO CITY COUNCIL

COUNCIL MEETING OF April 18, 2018

AGENDA ITEM NUMBER B-6

APPROVED BY:


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION ACCEPTING EASEMENT DEED OFFERED BY JERRY AND KAREN JONES, IN CONJUNCTION WITH THE MATILDA TORRES HIGH SCHOOL PROJECT, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

RECOMMENDATION:

That the City Council approves Resolution No. 18 - ____:

1. Accepting the STREET EASEMENT DEED as offered by **JERRY AND KAREN JONES**
2. Authorizing the City Clerk to execute of the Certificate of Acceptance for said deed and cause it to be recorded.

SUMMARY:

JERRY AND KAREN JONES, owners of the property located at 16325 Sharon Blvd, APN No. 038-050-008, have offered a sewer pipeline easement deed adjacent to the Ellis Street bridge abutment. It is recommended that the City Council accept this sewer pipeline easement offer as it meets the City's dedication requirements. A copy of the deed is attached.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

HISTORY:

The sewer pipeline easement deed being offered by the owners Jerry and Karen Jones was acquired by and paid for by the Madera Unified School District (MUSD) in conjunction with the Matilda Torres High School project, located at the south east corner of Country Club Drive and Martin Street. The MUSD is establishing permanent connections to the City water and sewer system consistent with that which would be required of any facility within the City limits though this facility is currently in the County. In completing this connection, the MUSD is constructing approximately 5,800 lineal feet of water line and 6,100 lineal feet of sewer line already included in the City's water and sewer master plans that would not easily be accomplished through any City initiated CIP project or private project. It is anticipated the formal Out of City Service connection request will be seen by Council within the next month.

FISCAL IMPACT:

Acceptance of the aforementioned SEWER PIPELINE EASEMENT DEED imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of this offer of dedication is consistent with Action 101.6, which calls for the City to ensure that infrastructure can sustain population growth, as well as action 126, which calls for safe and aesthetically pleasing streets.

RESOLUTION NO. 18 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING EASEMENT DEED, OFFERED BY JERRY AND KAREN JONES, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

WHEREAS, property owners, **JERRY AND KAREN JONES**, have offered for dedication to the City a SEWER PIPELINE EASEMENT DEED for public utility purposes; and

WHEREAS, the City Engineer has certified to this Council that the street easement deed offered meets the current project's dedication requirements.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Sewer Pipeline Easement Deed, a copy of which is on file in the office of the City Clerk and referred to for particulars, is accepted.
3. The City Clerk is hereby authorized and directed to execute and cause to be recorded, the Sewer Pipeline Easement Deed and Certificate of Acceptance as authorized by Resolution No 1572 adopted November 21, 1960.
4. This resolution is effective immediately upon adoption.

* * * * *

RECORDING REQUESTED BY

Attn:
City of Madera
205 West 4th Street
Madera, CA 93637

AND WHEN RECORDED MAIL TO:

Attn: City Clerk
City of Madera
205 West 4th Street
Madera, CA 93637

No Recording Fee Gov. Code Sec. 6103& 27383

No Documentary Transfer Tax Revenue & Taxation Code Sec. 11922

APNs: 038-050-008

Space Above This Line for Recorder's Use Only

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JERRY AND KAREN JONES** ("Grantors") hereby GRANT to **CITY OF MADERA** ("Grantee") an easement for sewer pipeline, including the right of access to install and maintain said facilities, in, on, and over the real property described in Exhibit "A" and depicted in Exhibit "B" attached hereto.

JERRY JONES

Dated: 2-23-18

A handwritten signature of Jerry Jones in cursive script, written over a horizontal line.

KAREN JONES

Dated: 2-23-18

A handwritten signature of Karen Jones in cursive script, written over a horizontal line.

[Notary Acknowledgement attached]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Madera

On 2.23.18 before me, Rachel Monique Telfer, Notary Public
(insert name and title of the officer)

personally appeared Jerry Jones and Karen Jones,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel (Seal)



EXHIBIT A

SEWER MAIN EASEMENT

LEGAL DESCRIPTION:

That portion of the Southwest quarter of Section 11, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the City of Madera, County of Madera, State of California, described as follows:

BEGINNING at the Northeast corner of Lot 170 as shown on the map entitled "Part Two of Miller & Lux's Subdivision of Lands at Madera, Fresno Co. Cal." and recorded in Volume 1 of Maps at Page 11, Madera County Records;

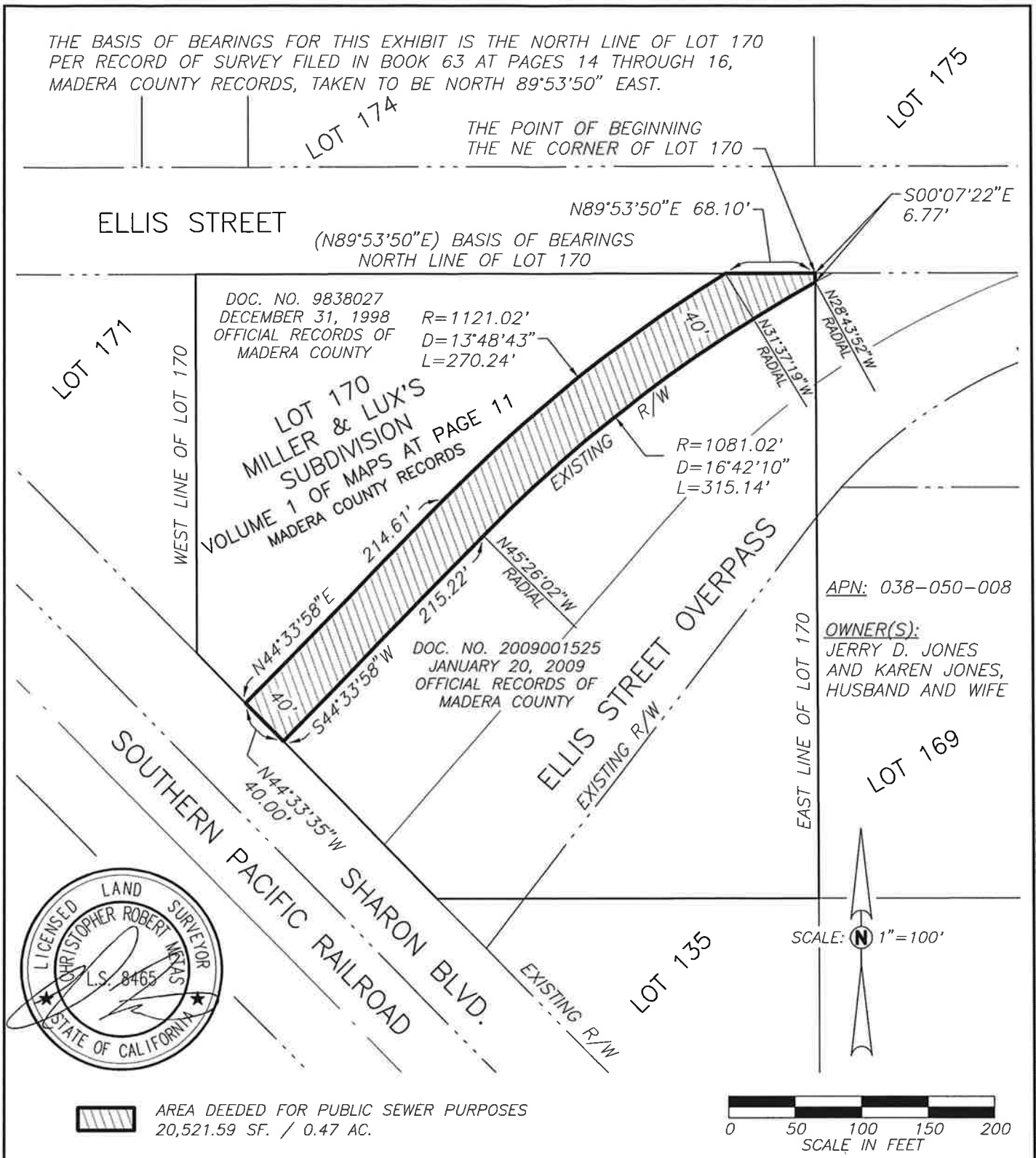
- 1.) thence South 00°07'22" East, along the East line of said Lot 170, a distance of 6.77 feet to the beginning of a non-tangent curve, concave to the Southeast, having a radius of 1081.02 feet and a radial bearing of North 28°43'52" West;
- 2.) thence Southwesterly, along the arc of said non-tangent curve, through a central angle of 16°42'10", an arc distance of 315.14 feet to the beginning of a tangent line;
- 3.) thence South 44°33'58" West, a distance of 215.22 feet to the Northeast right-of-way line of Sharon Boulevard;
- 4.) thence North 44°33'35" West, along said Northeast right-of-way line, a distance of 40.00 feet;
- 5.) thence North 44°33'58" East, leaving said Northeast right-of-way line, a distance of 214.61 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 1121.02 feet;
- 6.) thence Northeasterly, along said tangent curve, through a central angle of 13°48'43", an arc distance of 270.24 feet to the North line of said Lot 170, to which point a radial line bears North 31°37'19" West;
- 7.) thence North 89°53'50" East, along said North line, a distance of 68.10 feet to the **POINT OF BEGINNING**.

Containing 20,521.59 square feet / 0.47 acres.



Date: 01-04-2018

THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE NORTH LINE OF LOT 170
PER RECORD OF SURVEY FILED IN BOOK 63 AT PAGES 14 THROUGH 16,
MADERA COUNTY RECORDS, TAKEN TO BE NORTH 89°53'50" EAST.



CITY OF MADERA

PUBLIC WORKS DEPARTMENT

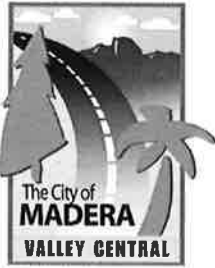
Firm Name: BLAIR, CHURCH & FLYNN
Address: 451 CLOVIS AVENUE, SUITE 200
CLOVIS, CA 93612
Surveyor: CHRISTOPHER METAS
L.S. or R.C.E. No.: 8465
Telephone No.: (559)326-1400

EXHIBIT "B"

**PUBLIC SEWER EASEMENT
ELLIS STREET OVERPASS**

F.B.No.: _____
Dr. by: DRG
Ck. by: CRM
Date: 01/04/2018
SCALE AS SHOWN
SHEET 1 OF 1

Report to City Council




Council Meeting of April 18, 2018

Agenda Item Number B-7

Approved by:


Department Director


City Administrator

Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Replacement of Police Unit 6007, a 2016 Ford Interceptor SUV

RECOMMENDATION

Staff recommends Council authorize the Mayor to execute the Final Proof of Loss to replace Police Unit 6007.

HISTORY

On September 26, 2017, the officer driving Unit 6007 was engaged in a vehicle pursuit that ended in a field. The officer pursued the suspect on foot and during that time the vehicle caught fire. It is unclear if the vehicle caught the grass on fire which then spread to the vehicle, or if the fire originated with the vehicle. The vehicle and contents are a total loss.

The City participates in the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens Young International. This program has a \$10,000 deductible for scheduled auto losses. The City additionally participates in the Auto Physical Damage pooled program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the \$10,000 deductible with a \$2,000 self-insured retention on vehicle losses. These programs provide reimbursement at current replacement value for losses.

SITUATION

The City filed an auto loss claim with APIP. The value of the loss was determined by current replacement value of the specific items destroyed by the fire.

Item	Replacement Value
Vehicle (off of State contract)	\$33,253.45
Upfit Package	\$11,594.13

Graphics Package	\$396.37
Radio System	\$7,719.13
In-Car Camera System	\$5,596.52
Laptop and accessories	\$1,007.40
Wifi Hot Spot	\$49.99
Shotgun	\$875.00
Omni Key (smart card reader)	\$53.89
Total Replacement Value	\$60,545.88

The City has been notified that the claim will be paid in full less the \$2,000 self-insured retention. The APIP program will pay \$50,545.88 and the CSJVRMA Auto Physical Damage Program will pay \$8,000 for a total payment of \$58,545.88. In order to receive payment, the City must execute a Final Proof of Loss with Alliant Insurance Services for the initial payment from the APIP program. Once that payment is made from APIP, the CSJVRMA will automatically process the pool payment of \$8,000.00.

FISCAL IMPACT

A replacement vehicle is already in process and currently at the upfitter. The insurance settlement will be put into the Fleet Department to reimburse the "Damaged Vehicle Insurance" line item to pay for the replacement of the vehicle. The Police Department will be responsible for the \$2,000 self-insured retention not covered by insurance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

Amount of Policy
\$ _____

SWORN STATEMENT
in

Policy Number 017471589/04

Agency Name Alliant Insurance Services

FINAL PROOF OF LOSS

Issued
July 1, 2017

Expires
July 1, 2018

To Lexington Insurance Company
of Boston, Massachusetts

By the above indicated policy of insurance your insured CSJVRMA and its member City of Madera

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A loss occurred about the hour of _____ o'clock _____ M., on the 26th day of September 20 17
The cause and origin of said loss were: Vehicle Fire - 2016 Ford Interceptor SUV - VIN # 1FM5K8AR4GGB55000

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: _____

3. **Title and Interest:** When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon.
(State exceptions, if any.) NO EXCEPTIONS

4. **Changes:** Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss,
\$ _____

6. **The Cash Value** of said property at the time of loss was \$ Not Determined

7. **The Whole Loss and Damage** was \$ 60,545.88

8. **The Amount Claimed** under the above numbered policy \$ 50,545.88
(Amount claimed is net applicable \$10,000.00 deductible.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of _____

(Insured Signature)

County of _____

Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be
the person(s) who appear before me.

(signature of Notary)



[Return to Agenda](#)


REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of April 18, 2018

Agenda Item Number B-8


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO APPROVE A LICENSE FROM THE U.S. BUREAU OF RECLAMATION, CONTRACT NO. 17-LC-20-2111 FOR USE OF BUREAU RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE SEWER PIPELINE CROSSING AT ELLIS STREET AND LATERAL 24.2, AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE ON BEHALF OF THE CITY

RECOMMENDATION:

That the City Council:

1. Approve Res. No. 18 - _____ agreeing to the terms and conditions contained in the subject License, Contract No. 17-LC-20-2111, attached hereto
2. Authorize the Mayor to execute the subject License, Contract No. 17-LC-20-2111

SUMMARY:

The City of Madera has requested a License to use U.S. Bureau of Reclamation right-of-way to construct, operate, and maintain a sewer pipeline crossing at Ellis Street across Lateral 24.2. The terms of the License specify a period of twenty-five years with provisions of extensions for successive periods of time. The U.S. Bureau of Reclamation owns the land which was acquired by the Bureau in 1946 for the Madera Irrigation District Distribution System Lateral No. 24.2-13.2, which is a part of the Central Valley Project.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

The U.S. Bureau of Reclamation has no objection to such use of the land, and Madera Irrigation District concurs. Staff recommends that Council approve the attached License.

DISCUSSION:

The Madera Unified School District is in the process of constructing a new high school in the southeast corner of Country Club Drive and Martin Street. MUSD will be establishing permanent connections to the City's water and sewer system consistent with that which would be required of any facility within the City limits though this facility is currently in the County. In completing this connection, the MUSD is constructing approximately 5,800 lineal feet of water main and 6,100 lineal feet of sewer main already included in the City's water and sewer master plans that would not easily be accomplished through any City initiated CIP project or private project. The sewer main on Ellis Street will cross Lateral 24.2 approximately 275 feet west of Country Club Drive.

The City of Madera has entered into a number of similar license agreements with the U. S. Bureau of Reclamation, during the last twenty years or more, for recreational trails, City pump and well stations, streets, and storm water retention facilities. All of these agreements have contained termination clauses similar to the present agreement. The present license agreement provides that the Bureau can terminate the agreement and ask the City to vacate the land for a number of reasons. This could be by reason of the federal government needing the land for its own use or wanting to dispose of its interest in the land. If that were to happen, the terms of the license could provide for termination of the agreement in as little as one year, instead of the 23 years specified before application needs to be made for an extension. As a matter of actual practice, no such termination of earlier licenses to the City has ever been undertaken by the Bureau. Bureau staff also indicates termination of any kind (early or otherwise) is rare. On that basis, staff feels it is able to recommend approval of this license agreement.

FISCAL IMPACT:

Approval of this License will not result in any right-of-way costs to the City. The Developer paid the required inspection and plan checking fees for all the off-site improvements. Once accepted, these improvements will result in additional maintenance cost to the City, typical of similar developments.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The recommendation supports Vision Strategy 101.6: Ensure infrastructure can sustain population growth.

RESOLUTION NO. 18 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO APPROVE A LICENSE FROM THE U.S. BUREAU OF RECLAMATION, CONTRACT NO. 17-LC-20-2111 FOR USE OF BUREAU RIGHT-OF-WAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE SEWER PIPELINE CROSSING AT ELLIS STREET AND LATERAL 24.2, AND AUTHORIZING THE MAYOR TO EXECUTE THE LICENSE ON BEHALF OF THE CITY

WHEREAS, those plans for the **MADERA NEW HIGH SCHOOL SEWER AND WATER IMPROVEMENTS**, prepared by Blair, Church & Flynn, for Madera Unified School District, owners of record said project, having heretofore been approved by the City Engineer; and

WHEREAS, approved construction plans have been submitted to the U.S. Bureau of Reclamation and Madera Irrigation District for their records; and

WHEREAS, the U.S. Bureau of Reclamation and Madera Irrigation District have no objections to the use of Bureau land for a City owned and maintained sewer line, or issuance of a License.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented regarding the License, a copy of which is on file in the office of the City Clerk, including the report to the City Council from the Engineering Division, and hereby approves the license.
3. The Mayor is hereby authorized to execute the License on behalf of the City.
4. This Resolution is effective immediately.

* * * * *

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

**LONG-TERM LICENSE TO INSTALL, OPERATE AND MAINTAIN NEW SEWER
PIPELINE CROSSING OF RECLAMATION RIGHT OF WAY**

Lateral 24.2 – Central Valley Project

THIS LICENSE is given this day of , 2018, in pursuance of the Act of June 7, 1902 (32 Stat. 388) and Acts amendatory thereof or supplementary thereto, by THE UNITED STATES OF AMERICA, acting by and through its Bureau of Reclamation, Department of the Interior, represented by the duly authorized officer executing this License, hereinafter styled the “United States,” to the:

City of Madera
205 West Fourth Street
Madera, CA 93637
(559) 661-5418

hereinafter styled the “Licensee.”

RECITALS:

The United States, through the Bureau of Reclamation (Reclamation), owns Lateral 24.2 (Lateral), a distribution facility located within the boundaries of the Madera Irrigation District (MID), Friant Division, Central Valley Project (CVP); and

WHEREAS, MID as the non-federal operating entity is responsible for the operation and maintenance (O&M) of the Lateral; and

WHEREAS, the Licensee has requested that Reclamation grant a long-term License to install, operate and maintain a new sewer pipeline crossing under the Lateral (Project); and

WHEREAS, the Project will serve Madera Unified School District’s new Matilda V. Torres High School, located at Martin Street and Road 26, within the City of Madera; and

WHEREAS, Reclamation, through the duly authorized officer executing this License, has determined that the Project is not, at this time, incompatible with the purpose for which the land was obtained; and

THEREFORE, IT IS AGREED:

1. Subject to the terms and conditions herein written, the United States hereby issues to the Licensee, without warranty of title, a non-exclusive License for the installation and O&M of the Project, on, over, under and across Reclamation ROW within that certain portion of land, acquired by the United States for the Friant Division, more accurately described as follows:

A portion of land along and under the Lateral, in the Southeast Quarter (SE¼) of the Northwest Quarter (NE¼) of the East Half (E½) of Section 11, Township 11 South, Range 17 East; M.D.B. & M., Madera County, California, as shown on the Project Site Map, labeled as "Exhibit A," attached hereto and made a part hereof.

2. The rights given herein are subject to existing rights-of-way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines, canals, laterals, ditches, flumes, siphons, and facilities on, over, and across said land. The Licensee recognizes that it has sole responsibility to make whatever arrangements are necessary to obtain such rights, as may be needed by the Licensee, from any other party or parties holding any other interest in the licensed premises.

3. The Licensee, at its sole expense, shall O&M the Project and all related appurtenances in a good and safe condition and to the reasonable satisfaction of the United States and MID. Additional construction, relocation, or use of the licensed premises, which is not in accordance with this License, shall not be initiated without the prior written approval of the United States. Additionally, the Licensee will be required to reimburse the United States for its administrative costs involved in the review and approval of such additional alterations.

4. The Licensee and/or its contractors, for the duration of contractors' activities, will maintain, in force, policies of liability insurance providing limits of not less than \$1,000,000 for each person/occurrence and \$2,000,000 aggregate for bodily injury or death, and not less than \$1,000,000 property damage. Said policies will name the United States and MID as additional insureds (with the ISO CG 20 10 endorsement form or equivalent) and will provide that they will not be canceled or reduced in coverage without ten (10) days prior written notice to Reclamation. Prior to commencement of the Project, the Licensee will cause to be delivered to Reclamation and MID a copy of the certificate of insurance reflecting all essential coverage. **The endorsement shall reference Contract Number 17-LC-20-1111 in the description portion of the endorsement form.**

5. The Licensee and its contractors shall comply with requirements of the latest edition (currently the July 2014 edition) of the **Reclamation Safety and Health Standards** handbook while conducting any activity on Reclamation land or facilities. A copy can be downloaded from Reclamation's public website at: <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>

6. The Licensee shall repair any damage it causes to Reclamation facilities, service roads, access roads, culvert crossings, bridges, fences, gates, posts, and any other equipment of the United States. Reclamation's existing facilities shall be maintained in a good and safe condition and to the reasonable satisfaction of the United States and MID by and at the expense of the Licensee and any construction, alterations, and repairs shall be in accordance with plans previously approved by the United States.

7. TERM LENGTH. This License is personal, revocable, and nontransferable and will become effective on the date hereinabove written and unless otherwise sooner terminated, will continue for **twenty-five (25) years**, and will continue so long as in the opinion of Reclamation it is considered expedient and not detrimental to the public interest, and will be revocable in accordance with the provisions in Article 8. Upon such revocation or termination, the aforesaid Project and all accessories will be removed without delay at the expense of the Licensee. The Licensee will leave the site(s) in a condition satisfactory to Reclamation and MID.

8. This License may be revoked by Reclamation upon thirty (30) days written notice to the Licensee if:

- (a) The Licensee's use of the land interferes with existing or proposed facilities; or
- (b) The land contained in this License is needed for any United States purpose; or
- (c) The United States disposes of its interest in the land contained in this License.

9. The Licensee shall not:

- (a) Store any hazardous material on Reclamation ROW.
- (b) Use water from the Lateral.
- (c) Leave waste and debris on Reclamation ROW.

10. ADMINISTRATIVE COSTS AND USE FEES. In accordance with 43 CFR Part 429, Subpart D, the Licensee shall be responsible for all administrative costs incurred by Reclamation in processing, issuing and monitoring this License, including but not limited to compliance with the National Environmental Policy Act and the National Historic Preservation Act. In accordance with 43 CFR Part 429, Subpart F, the Use Fee for the rights herein granted shall be waived. After the License is issued, periodic field reviews will be conducted to monitor the use to ensure it is in compliance with the provisions of this License.

11. TERMINATION. Any activity deemed to be illegal on Federal lands shall be cause for immediate termination of this License. This License shall terminate and all rights of the Licensee hereunder shall cease, and the Licensee shall quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Article 7; or
- (b) On the date hereinabove first date written, of any year, upon written notice to the Licensee, served ten (10) days in advance thereof; or
- (c) After failure of the Licensee to comply with any terms and/or conditions of this License, and, upon notification of the violation, the Licensee fails to adequately cure the violation in a timely manner. Reclamation will have the final determination regarding the adequacy of the cure.

The notices provided by this Article will be served by certified mail addressed to the respective post office addresses given in Article 23 and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If this License is terminated under Article 11(c), the United States reserves the right to bar the Licensee from the authorization to use acquired or withdrawn public land on Reclamation ROW for a period of time, as determined by Reclamation's Area Manager for the South-Central California Area Office (SCCAO).

12. All improvements and construction shall be in compliance with plans and specifications which have been reviewed and approved by Reclamation and MID entitled, "Construction Plans for Madera New High School, Sewer and Water Improvements for the City of Madera, Madera County, California" prepared by or under the direction of Lane R. Bader, Registered Professional Engineer, Civil No. 47,033, Blair, Church & Flynn Consulting Engineers, dated September 5, 2017, Sheets 1-14, labeled as "**Exhibit B**," attached hereto and made a part hereof. A set of final plans shall be submitted by the Licensee and written approval from Reclamation must be obtained by the Licensee prior to any on-site activity. Within sixty (60) days of the completion of the construction activities licensed herein, the Licensee shall provide two (2) reproducible "as built" drawing sets to Reclamation and MID. Any changes to Project requirements in subsequent addendums, modifications, change orders or items agreed to in construction meeting(s) which have the potential to adversely affect Reclamation facilities shall be submitted to and accepted by Reclamation and MID, and upon acceptance are hereby included and made a part hereof. Copies of all changes to Project requirements shall be provided to Reclamation and MID within five (5) days of their issuance.

13. Installation and O&M of the Project will be conducted in accordance with all applicable Federal, State of California, and local safety and environmental regulations and to the satisfaction of the MID, and Reclamation's Area Manager, SCCAO. The Licensee will notify Mr. Sean M. Smith, PE, District Engineer, MID, by telephone at (559) 673-3514, ext. 210, a minimum of seventy-two (72) hours prior to initiating any activities on United States lands or facilities. The Licensee shall submit a Project construction schedule to MID prior to the commencement of the Project activities.

14. The Licensee shall post warning signs in both directions, in locations as be determined by MID. The signs shall remain in place throughout the duration of this License, and shall plainly show the following:

- (a) Clearance;
- (b) Name of owner/operator;
- (c) Utility identification; and
- (d) Emergency contact telephone number.

15. Access to the Project by the Licensee is restricted to the immediate vicinity of those portions of Reclamation ROW, described in Article 1 and generally identified as Reclamation ROW on "**Exhibit A**."

16. SEVERABILITY. Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by the competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

17. RESERVATIONS. The jurisdiction and supervision of the United States over the licensed premises is not surrendered or subordinated by the issuance of this License and the United States reserves the right to issue other licenses, rights-of-way, permits, or other agreements that do not interfere with the Licensee's use and Project. There is reserved from the rights given in this License the prior right of the United States to construct, and O&M public works now or in the future as authorized by the Congress of the United States without liability for severance or other damage to the Licensee's Project, including the right to terminate when lands are needed for CVP purposes.

18. UNRESTRICTED ACCESS. The United States and MID reserve the right of their officers, agents, and employees at all times to have unrestricted access and ingress, passage over, and egress to and from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incidental to Federal Reclamation Projects, for any purpose whatsoever. Reclamation will make every reasonable effort to keep damages to a minimum.

19. ENVIRONMENTAL COMMITMENTS. A Categorical Exclusion Checklist (CEC-17-028) has been prepared for this Project. Environmental commitments have been identified and are listed in the Environmental Commitment Program (ECP) table, labeled as "*Exhibit C*," attached hereto and made a part hereof. The Licensee shall comply with all environmental commitments as specified therein. Please direct any questions or comments regarding CEC-17-028 and/or the ECP to Reclamation's Supervisory Natural Resource Specialist at (559) 487-5116.

20. CULTURAL RESOURCES PROTECTION. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of cultural, historic, or scientific interest on Reclamation lands. The Licensee shall forward a written report of its findings to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, or artifacts discovered as the result of activities under this License. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by Reclamation's authorized official. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Licensee.

21. DISCOVERY OF HUMAN REMAINS. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of human remains on Reclamation land. The Licensee shall forward a written report of its findings to Reclamation's authorized official within forty-eight (48) hours by certified mail. The Licensee shall cease activity, stabilize, and protect such discoveries until authorized to proceed by the Regional Archaeologist for Reclamation (916) 978-5041. Protective and mitigative measures specified by the Regional Archaeologist shall be the responsibility of the Licensee.

22. HAZARDOUS MATERIALS. During the term of this License, the Licensee and/or its contractors hereby agree as follows:

(a) The Licensee shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous materials that will be used, produced, transported, stored, or disposed of on or in lands, waters, or facilities owned by the United States or administered by Reclamation.

(b) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C., section 9601, et seq., and the regulations promulgated pursuant to that Act.

(c) Upon discovery of any event, which may or does result in contamination or pollution of Federal lands, waters, or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to Reclamation's Area Manager. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(d) Violation of any provisions of this Article, as determined by Reclamation's Area Manager, SCCAO, may constitute grounds for termination of this License. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(e) The Licensee agrees to include the provisions contained paragraphs (a) through (d) of this Article in any subcontract or third party contract it may enter into pursuant to this License.

(f) Reclamation agrees to provide information necessary for the Licensee, using reasonable diligence, to comply with the provisions of this Article.

23. NOTICES.

(a) Any notice, demand, or request required or authorized by this License to be given or made to or upon the United States shall be deemed properly given or made if delivered or mailed postage-prepaid to the Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243 "N" Street, Fresno, CA 93721-1813.

(b) Any notice, demand, or request required or authorized by this License to be given or made to or upon the Licensee shall be deemed properly given or made if delivered or mailed postage-prepaid to Mr. Keith Helmuth, City Engineer, City of Madera, 205 W. Fourth Street, Madera, CA 93637.

(c) Any notice, demand, or request required or authorized by this License to be given or made to or upon MID shall be deemed properly given or made if delivered or mailed postage-prepaid to Mr. Sean M. Smith, PE, District Engineer, Madera Irrigation District, 12152 Road 28 ¼, Madera, CA 93637.

(d) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

24. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein, or the condition at any time of the licensed premises, or any of the property of the United States thereon, or the suitability of the licensed premises for the purposes of the Licensee.

25. INDEMNIFICATION AND HOLD HARMLESS. The Licensee hereby agrees to indemnify and hold harmless the United States, MID and their respective employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death, arising out of the Licensee's activities under this License.

26. OFFICIALS NOT TO BENEFIT. No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

IN WITNESS WHEREOF this License is given as of the date hereinabove first written:

UNITED STATES OF AMERICA

Area Manager
South-Central California Area Office
Bureau of Reclamation

ACCEPTED:

The Licensee, and its authorized representative, by signature below, agrees to the terms and conditions above.

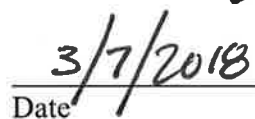
City of Madera

Date

NOTED:



Madera Irrigation District, DISTRICT ENGINEER



Date

SCC-454

EXHIBIT A PROJECT SITE MAP

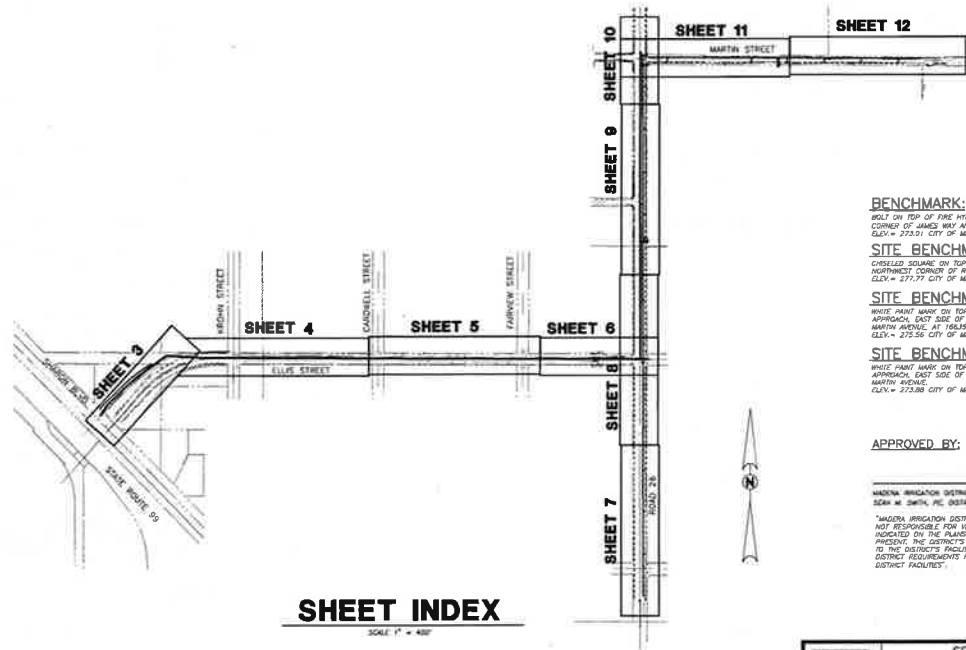


CITY OF MADERA, CALIFORNIA

FIGURE 1
LOCATION OF PROPOSED ACTION



The vicinity map shows the project location at the intersection of Union Pacific Railroad and State Route 99. The map includes street names, city limits, and a north arrow. The project location is marked with a dashed line and labeled "PROJECT LOCATION". The map also shows the "CITY LIMITS" and "STATE ROUTE 99". A north arrow is located in the bottom right corner.



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE AND LOCATION MAP
2	NOTES AND LEGEND
3	PLAN AND PROFILE ELLS AVENUE
4	PLAN AND PROFILE ELLS AVENUE
5	PLAN AND PROFILE ELLS AVENUE
6	PLAN AND PROFILE ELLS AVENUE
7	PLAN AND PROFILE ROAD 26
8	PLAN AND PROFILE ROAD 26
9	PLAN AND PROFILE ROAD 26
10	PLAN AND PROFILE ROAD 26
11	PLAN AND PROFILE MARTIN STREET
12	PLAN AND PROFILE MARTIN STREET
13	SEWER AND WATER DETAIL
14	SEWER AND WATER DETAIL

WHITE PAINT MARK ON TOP OF CURB, NORTH SIDE OF DRIVE
APPROACH, EAST SIDE OF ROAD 26, 1300± FEET SOUTH OF
MARTIN AVENUE.
ELEV. = 273.88 CITY OF MADERA DATUM

*MADERA IRRIGATION DISTRICT (DISTRICT), ITS EMPLOYEES AND AGENTS ARE NOT RESPONSIBLE FOR VERIFICATION OF ELEVATIONS AND DIMENSIONS INDICATED ON THE PLANS NOR ANY ERRORS OR OMISSIONS THAT MAY BE PRESENT. THE DISTRICT'S REVIEW IS SUBJECT TO THE DATA SHOWN PERTAINING TO THE DISTRICT'S FACILITIES THAT APPEARS TO BE IN CONFORMITY WITH DISTRICT REQUIREMENTS FOR ITS DISTRIBUTION SYSTEM AND PROTECTION OF DISTRICT FACILITIES.



Know what's below.
Call before you dig.



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[illegible]

GENERAL NOTES

- [illegible]

TRAFFIC CONTROL

- [illegible]

SEWER NOTES

SEWER MAINS

3. **SEWER MAINS ARE TO BE INSTALLED AND TESTED PER CITY OF MADISON STANDARD SPECIFICATIONS SECTION 17, "SANITARY SEWER PIPE AND APPURTENANCES"**
4. **CONNECTION TO THE INSTALLATION OF, AND/OR CONNECTION TO ANY SEWERS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING THE APPROVED CONNECTION DRAWING PRIOR TO CONNECTING TO ANY EXISTING SEWER MAINS.**
5. **ALL EXISTING AND PROPOSED SEWER MAINS SHALL BE CONFORMANT WITH THE CITY ENGINEER'S REQUIREMENTS. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE DESIGN AND SHALL BE BROUGHT TO THE ATTENTION OF THE CITY AND THE DESIGN ENGINEER. AN ALTERNATE DESIGN MAY BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW. ANY ALTERNATE DESIGN SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO CONSTRUCTION OF THE SEWER.**
6. **EXCEPT WHERE OTHERWISE NOTED OR APPROVED IN WRITING BY THE CITY ENGINEER, DITCHES SHALL BE EXCAVATED ONLY AS FAR IN ADVANCE OF PIPE LAYING AS CAN BE ACCOMPLISHED WITHIN THE SAME DAY.**
7. **THE MAXIMUM TOTAL LENGTH OF OTHER DITCHES SHALL BE 500 FEET, EXCEPT WHERE APPROVED IN WRITING BY THE CITY ENGINEER.**
8. **DEMANDATIONS SHALL BE CONSIDERED OPEN TRENCH UNLESS ALL ADEQUATE SUB-BASE MATERIAL FOR PAVEMENT REPLACEMENT HAS BEEN PLACED AND COMPACTED.**
9. **WHEN A WATER LINE IS LESS THAN 12-INCHES ABOVE A SEWER MAIN, A BENCH WITH A MINIMUM OF 18-INCHES BELOW A WATER MAIN SHALL BE MAINTAINED. THE CITY ENGINEER SHALL HAVE THE PROTECTION OF THE WATER LINE WELL CONSIDERED IN ACCORDANCE WITH SECTION 17.02 OF THE CITY OF MADISON STANDARD SPECIFICATIONS.**
10. **FOR OPEN TRENCH SEWERS OTHER THAN SAND AND GRAVEL INTERSECTION PER CITY STANDARD APPROVED IN S-11, SHALL BE INSTALLED WHEN IN PROXIMITY OF PUBLIC WORKS. DEPARTMENT IF CITY ENGINEER SHALL BE NOTIFIED PRIOR TO THE INSTALLATION OF SUCH SEWERS. THE CITY ENGINEER'S SAID ON OTHER HAZARDOUS INTERSECTIONS, ALL SAID AND GRAVEL INTERSECTIONS SHALL BE INSTALLED AS TO THE CITY ENGINEER'S REQUIREMENTS. ALL SAID AND GRAVEL INTERSECTIONS, ALL POINTS LOCATED TO BE SAID TO MINIMUM 2 PERCENT SLOPE AND SEWER MAINS SHALL BE INSTALLED TO SLOPE 5-12.**
11. **SEWER MAINS MUST NOT BE Laid IN SEWER PROTECTION.**
12. **ALL CONNECTIONS INSTALLING SEWER MAINS THAT WILL BE UNDER THE JURISDICTION OF THE CITY OF MADISON MUST BE LEADS.**
13. **A MINIMUM PILE-UP OF ADEQUATE STRENGTH AND SIZE SHALL BE INSTALLED AT FIRST SEWER MAINS TO BE INSTALLED TO PREVENT THE SEWER MAINS FROM BEING PULLED INTO THE PUBLIC SEWER SYSTEM UNLESS SUCH TIME AS THE CITY AUTHORIZED TO BE USED TO FILE A COMPLAINT WITH THE CITY ENGINEER.**

GENERAL FIRE DEPARTMENT, NEW YORK

- [illegible]

WATER NOTES

WATER MAINS

3. NEW MAINS ARE TO BE INSTALLED AND TESTED FOR CITY OF MADISON STAGNATION PREVENTION SYSTEMS.
4. MAIN VALVES SHALL BE COVERED BY THE CONTRACTOR DURING THE CASE OF AN EMERGENCY SUCH AS A GARDEN MAIN. THE CONTRACTOR SHALL NOTIFY CITY ENGINEERING DEPARTMENT OF THE CITY OF MADISON CONSTRUCTION MANAGEMENT DIVISION IMMEDIATELY AFTER A LINE IS BROKEN. IN ALL OTHER CASES, SUCH AS HURRY CONNECTIONS TO EXISTING MAINS, THE CONTRACTOR SHALL NOTIFY THE CITY OF MADISON CONSTRUCTION MANAGEMENT DIVISION ENGINEERING DEPARTMENT AND THE CITY PUBLIC WORKS DEPARTMENT FOR CLOSURE OF ANY VALVES.
5. TRACED MAINS SHALL BE INSTALLED WITH ALL MAINS AND MAINS HAVING LONG TONGUE IRON SHALL BE HAVE COVER, PER CITY SPEC 210.000 FOR 18" OR 24" MAINS.
6. MAIN VALVES TO EXISTING MAINS SHALL BE RELOCATED BY MAIN MATH METHOD.
7. 18" AND 24" VALVES (EVEN) 1500 PSI TO BE USED FOR MAIN VALVES, A CORNIC COVER IS REQUIRED FOR EACH BUT TOP A CITY PUBLIC WORKS DEPARTMENT REPRESENTATIVE OR ENGINEERING DEPARTMENT INSPECTOR SHALL BE PRESENT AT ALL VALVE LOCATIONS.
8. MAIN VALVE LOCATIONS AND MAIN VALVES SHALL BE LOCATED OUTSIDE OF DRIVEWAY ALLEYS AND INSTALLED PER MADISON STANDARD DRAWING W-3 OR W-16.
9. ALL VALVES SHALL BE LOCATED OUTSIDE OF DRIVEWAYS, VALLEYS AND CURB CUTTERS.
10. PHYSICAL SPREADS/GRAPS BETWEEN MAINS SHALL BE REQUIRED ON NEW MAINS WARE AS CONNECTIONS TO EXISTING MAINS. THE NEW MAIN WATER IS TESTED AND APPROVED FOR CITY OF MADISON CONSTRUCTION MANAGEMENT DIVISION. THE CITY OF MADISON CONSTRUCTION MANAGEMENT DIVISION INSPECTOR SHALL BE PRESENT AT ALL VALVE LOCATIONS.
11. MAIN VALVES SHALL BE LOCATED OUTSIDE OF DRIVEWAY ALLEYS AND INSTALLED PER MADISON STANDARD DRAWING W-3 OR W-16.
12. ALL FLANGED OUTLET HORN FITTINGS TO BE COATED WITH EG-244 AND WRAPPED WITH 120 MIL THICK POLYETHYLENE.
13. ALL FIRE HYDRANTS REQUIRED FOR THIS PROJECT SHALL BE IDENTIFIED AND INSTALLED PER CITY OF MADISON STANDARD W-20. FIRE HYDRANT INSTALLATION. INSTALL BLUE REFLECTIVE MARKERS CITY OF MADISON W-16. FIRE SERVICE LINES WITHOUT HYDRANTS AT THE END SHALL BE EQUIPPED WITH BLOW-OFFS.
14. WATER METER SHALL BE INSTALLED PER MADISON STANDARD DRAWING W-6, W-12, W-20 OR W-25 WITH 18" OR 24" MAINS. MAINS SHALL BE INSTALLED PER CITY OF MADISON STANDARD W-16 OR W-20.
15. NEW MAINLINE PROTECTION AS REQUIRED SHALL BE OF AN APPROVED TYPE AND SHALL BE INSTALLED PER MADISON STANDARD DRAWING W-11, W-12 OR W-14 AS REQUIRED BY PUBLIC WORKS DEPARTMENT INSPECTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING MAINS. THE CITY OF MADISON APPROVED AREA CERTIFIED TESTER WITHIN FC-3, BATS OF INSTALLATION WITH THE RESULTS SENT TO THE CITY PUBLIC WORKS DEPARTMENT FOR THE INSTALLATION.
16. A SEPARATE BILLING PERIOD IS REQUIRED FOR THE INSTALLATION OF THE SEPARABLE SYSTEM. THE SEPARABLE SYSTEM SHALL BE START OF THESE PLANS. FIRE SPRAWLER SERVICES WITH FIRE DEPARTMENT CONNECTIONS (FOCS) SHALL HAVE BACKFLOW PREVENTION PER MADISON STANDARD W-13.

15. ALL FIRE HYDRANTS SHALL HAVE A MINIMUM HORIZONTAL CLEARANCE WHEN LOCATED IN SIDEWALKS.

TOPOGRAPHIC SURVEY LEGEND:

15	CASE PULLBOX	8 1/2"	TELEPHONE ROOM / FEDERAL
16	CASE IN	10 1/2"	TELEPHONE ROOM
17	ELECTRIC MOUNT	12 1/2"	TELEPHONE ROOM, PULLBOX
18	LED OF VOLTAGE STRUCTURE	14 1/2"	TELEPHONE ROOM / WEST ARM
19	STORM DRAIN GUY	16"	IN CASE ROOM
20	TELEPHONE PULLBOX	18 1/2"	IN CASE ROOM
21	TELEPHONE MOUNT	20 1/2"	IN CASE ROOM
22	UNDERGROUND ELECTRIC	22 1/2"	UNDERGROUND BOX
23	SURVEY CONTROL POINT	24"	UTILITY POLE
24	COMMUNICATION BOX	26"	WATER VALVE
25	ELECTRIC PULLBOX	28 1/2"	WELL
26	ELECTRIC CABINET	30 1/2"	WATER LINE, DAMAGED AS SHOWN
27	POWER POLE	32 1/2"	CONCRETE BLOCK WALL
28	ELECTRIC CONDUIT	34 1/2"	AC PAVING IMPROVEMENTS
29	ELECTRIC RISER	36 1/2"	CONCRETE IMPROVEMENTS
30	STREET LIGHT	38 1/2"	CHAIN LINK FENCE
31	ELECTRIC MOUNT	40 1/2"	EDGE OF ASPHALT CONCRETE PAVEMENT
32	DOOR/GATE	42 1/2"	WOOD FENCE
33	FENCE POST	44 1/2"	ALUMINUM AND BRONZE
34	PIPE HORIZONTAL	46 1/2"	UNDERGROUND ELECTRIC
35	SLY WIRE ANCHOR	48 1/2"	UNDERGROUND TELEPHONE
36	IRRIGATION CONTROLLER	50 1/2"	BASED IRIG FENCE
37	IRRIGATION STANDPIPE	52 1/2"	STORMING
38	IRRIGATION VALVE	54 1/2"	EDGE OF DIRT
39	WALDOX	56 1/2"	EDGE OF CONCRETE
40	DROP INLET	58 1/2"	JOINT MENCH
41	STORM DRAIN MANHOLE	60 1/2"	STORM DRAIN LINE SIZE AS NOTED
42	STREET LIGHT PULLBOX	62 1/2"	SMOKE LINE SIZE AS NOTED
43	SIOW	64 1/2"	UNDERGROUND LINE
44	SEWER MANHOLE	66 1/2"	UNDER LINE, SIZE AS NOTED
45	SERVICE POLE	68 1/2"	EDGE OF WET LINE
46	TELEPHONE BOX	70 1/2"	EDITION OF ROAD
47	TELEPHONE CABINET	72 1/2"	PROPERTY LINE
48	TELEPHONE MANHOLE	74 1/2"	TRAIL, SPOKE DAMAGED AS SHOWN
			TRAILING DAMAGED AS SHOWN

CONSTRUCTION LEGEND:

	WATER VALVE
	WATER METER, SIZE AS NOTED
	SEWER METER, SIZE AS NOTED
	WATER METER, SIZE AS NOTED
	DETECTOR ASSEMBLY, BROADCASTER, SIZE AS NOTED
	SEWER MANHOLE
	CAP FOR FUTURE EXTENSION
	FIRE HYDRANT
	SHOULDER PROTECTION ASSEMBLY
	LANDSCAPE IRRIGATION SERVICE, SIZE AS NOTED

BASIS OF BEARINGS:

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 SOUTH
RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID WEST LINE ALSO BEING
THE CENTERLINE OF ROAD 26, TAKEN TO BE NORTH 00° 05' 11" WEST



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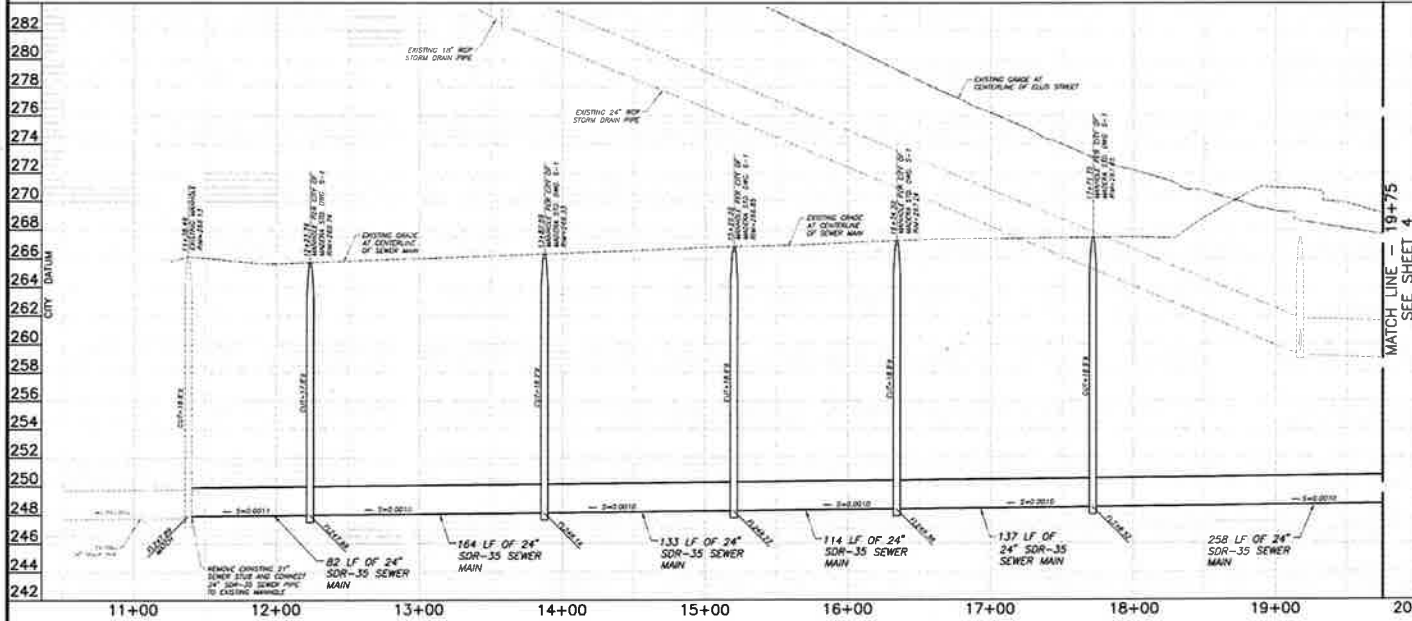
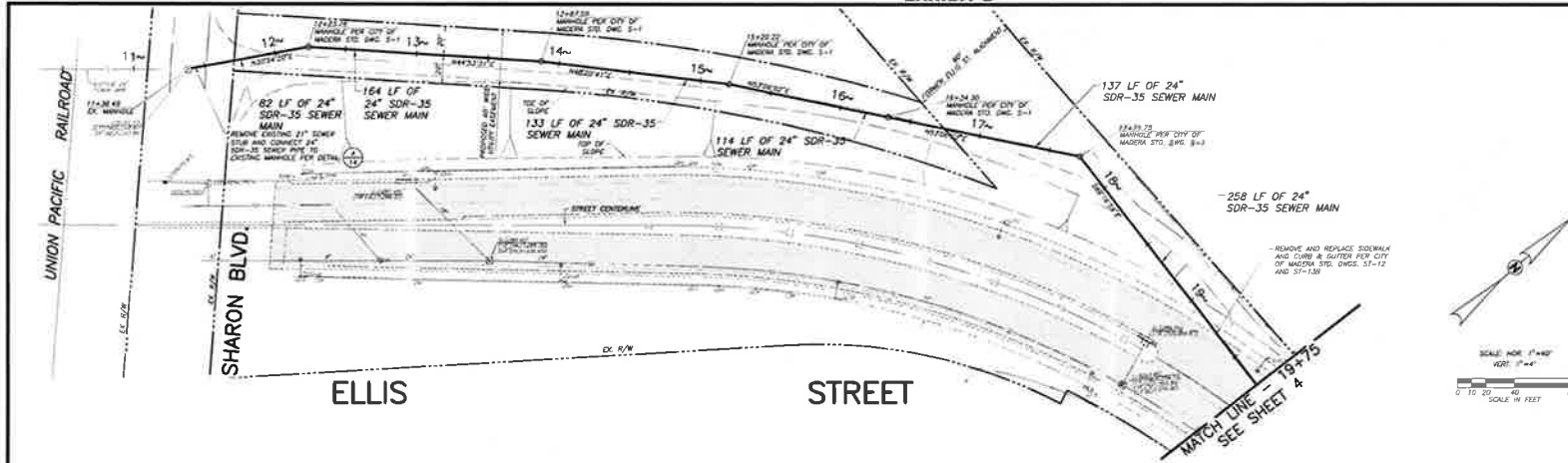



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CONSTRUCTION CONTRACT

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EXHIBIT B



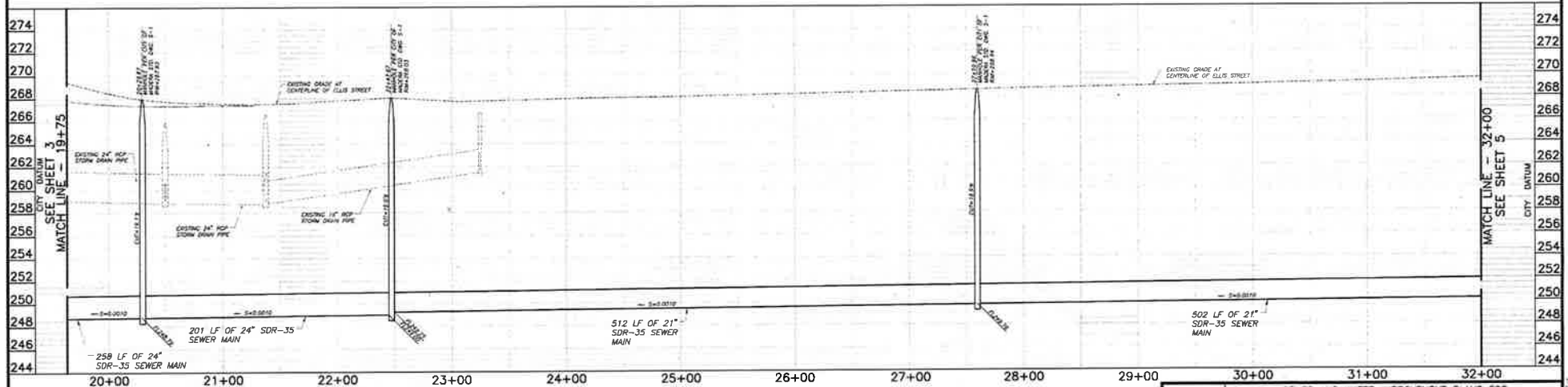
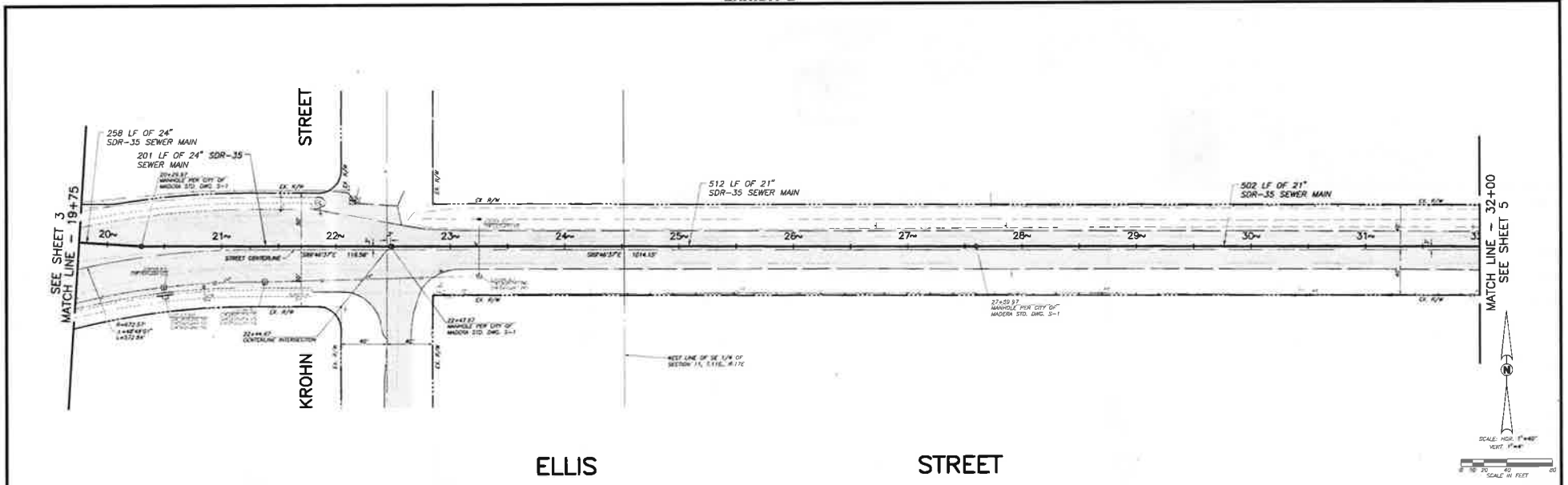
 CITY OF MADERA ENGINEERING DEPARTMENT 200 N. 4TH ST. 4TH FLOOR MADERA, CA 93697		SHEET <u>3</u> OF <u>14</u>
PROJECT: <u>SEWER AND WATER IMPROVEMENT PLANS FOR MADERA NEW HIGH SCHOOL</u>		DATE: <u>08/15/11</u>
DESIGNED BY: <u>BLAIR CHURCH FLYNN</u>	CHECKED BY: <u>BLAIR CHURCH FLYNN</u>	APPROVED BY: <u>BLAIR CHURCH FLYNN</u>
DRAWN BY: <u>BLAIR CHURCH FLYNN</u>	SCALE: <u>AS SHOWN</u>	CITY: <u>MADERA</u>
PROJECT NO.: <u>11-00000</u>	SHEET NO.: <u>3</u>	DATE: <u>08/15/11</u>
PROJECT LOCATION: <u>ELLIS STREET</u>	PROJECT LENGTH: <u>1.1 MILES</u>	PROJECT AREA: <u>1.1 ACRES</u>
PROJECT OWNER: <u>CITY OF MADERA</u>	PROJECT FUNDING: <u>GENERAL FUND</u>	PROJECT STATUS: <u>IN PROGRESS</u>
PROJECT CONTACT: <u>BLAIR CHURCH FLYNN</u>	PROJECT PHONE: <u>559-224-1000</u>	PROJECT FAX: <u>559-224-1000</u>
PROJECT EMAIL: <u>BLAIR@BLAIRCHURCHFLYNN.COM</u>	PROJECT WEBSITE: <u>WWW.BLAIRCHURCHFLYNN.COM</u>	PROJECT ADDRESS: <u>200 N. 4TH ST. 4TH FLOOR, MADERA, CA 93697</u>



Blair Church Flynn
CONSULTING ENGINEERS

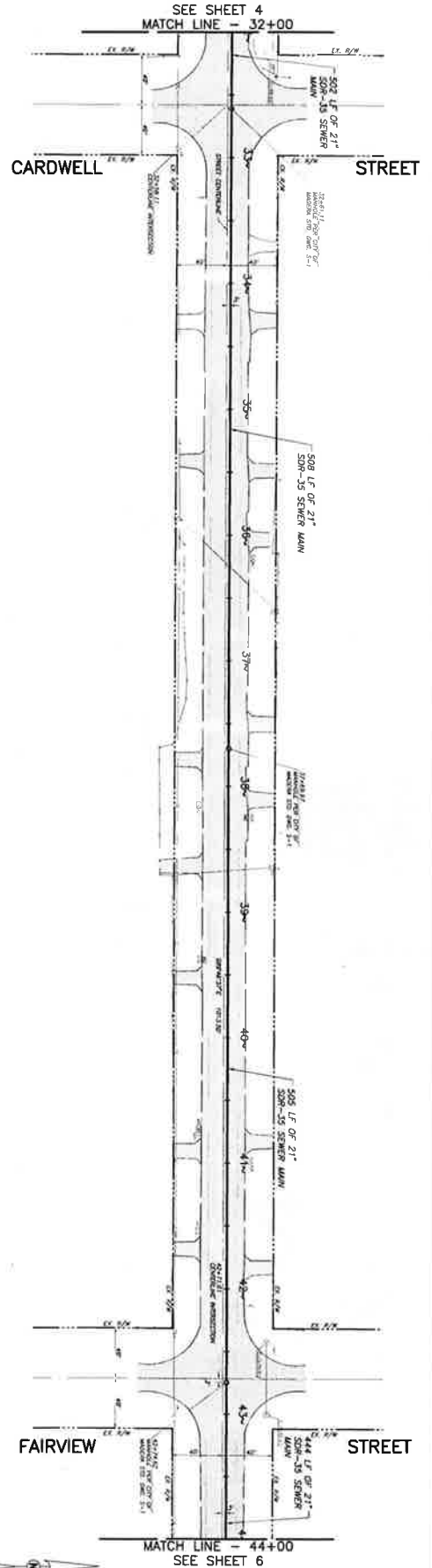
Blair Church & Flynn
Consulting Engineers
400 Oak Avenue
Suite 200
Oakland, California 94612
Tel: (510) 224-1000
Fax: (510) 224-1000

EXHIBIT B



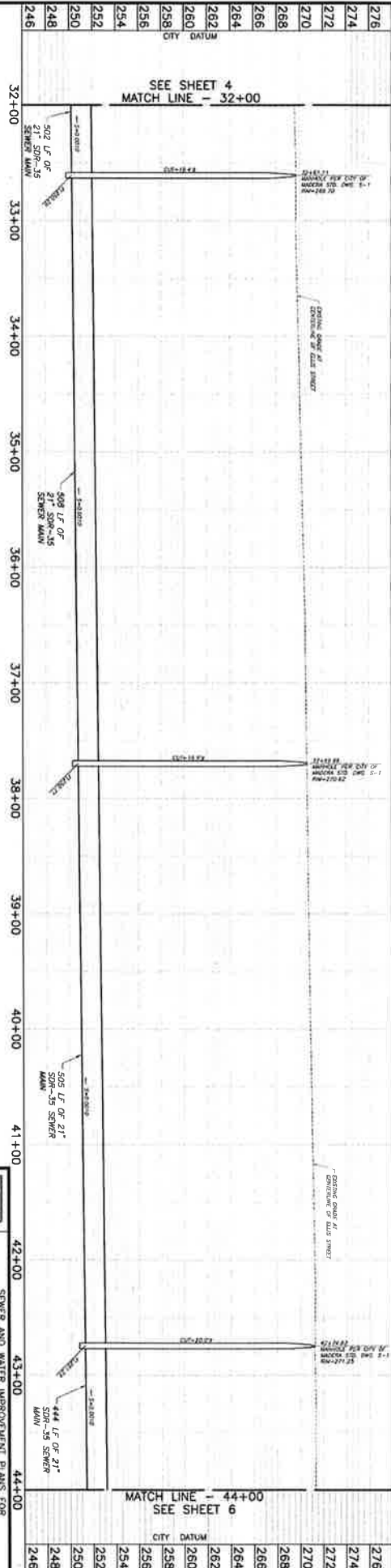
Blair Church Flynn
CONSULTING ENGINEERS

		SEWER AND WATER IMPROVEMENT PLANS FOR MADERA NEW HIGH SCHOOL	
CITY OF MADERA ENGINEERING DEPARTMENT 200 WEST HUBBARD STREET MADERA, CA 93601		DATE: 4-14-2017	
PROJECT NO:		DATE:	
DESIGNED BY:		CHECKED BY:	
IN CHARGE:		APPROVED BY:	
DATE:		DATE:	
CONSTRUCTION:		DATE:	



ELLIS

STREET

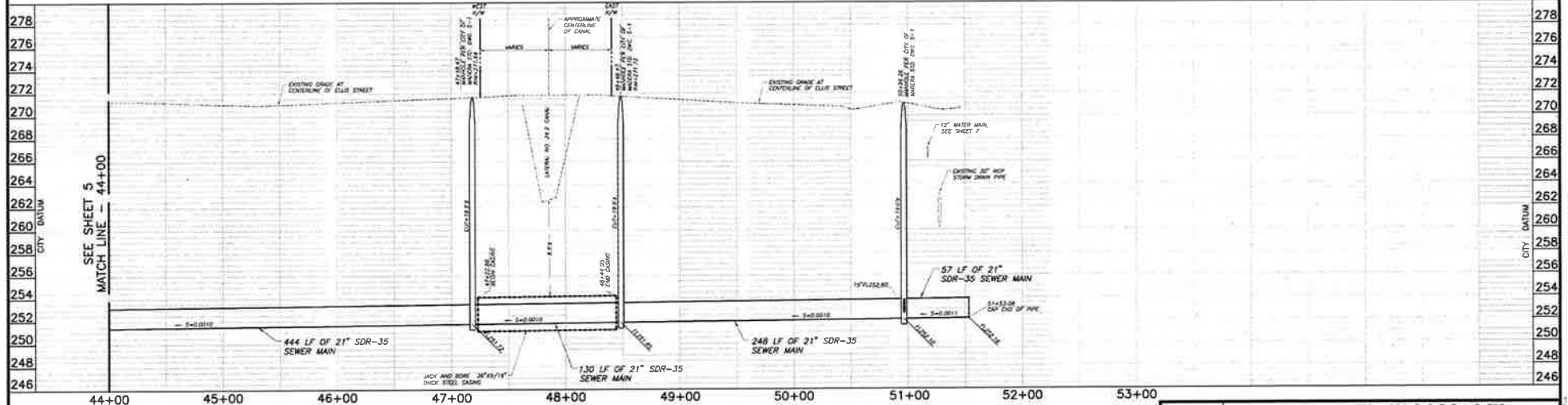
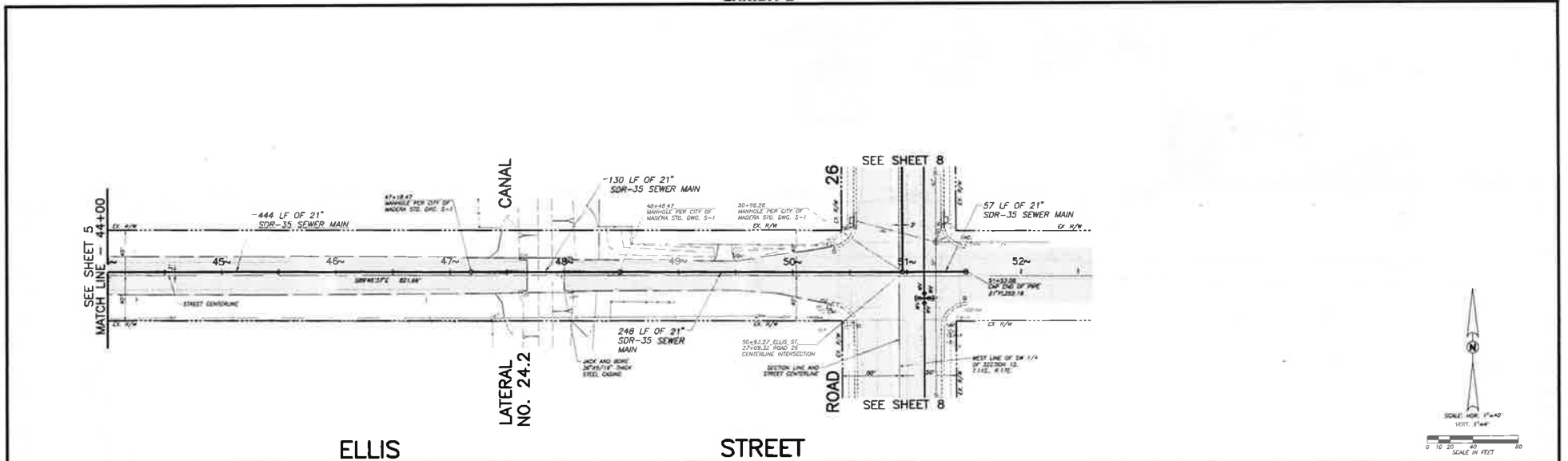


Blair,
Church
Flynn

Blair, Church & Flynn
Engineers
1000 N. G Street
Madera, CA 93694
TEL: 509.326.1000
FAX: 509.326.1001

SEWER AND WATER IMPROVEMENT PLANS FOR MADERA NEW HIGH SCHOOL PLAN AND PROFILE ELLIS STREET			
PROJECT NO.	5	OF	14
DATE	5/1/2011	BY	BLAIR, CHURCH & FLYNN
DESIGNED BY	BLAIR, CHURCH & FLYNN	CHECKED BY	BLAIR, CHURCH & FLYNN
IN CHARGE	BLAIR, CHURCH & FLYNN	APPROVED BY	BLAIR, CHURCH & FLYNN
DATE	5/1/2011	BY	BLAIR, CHURCH & FLYNN
DESIGNED BY	BLAIR, CHURCH & FLYNN	CHECKED BY	BLAIR, CHURCH & FLYNN
IN CHARGE	BLAIR, CHURCH & FLYNN	APPROVED BY	BLAIR, CHURCH & FLYNN
DATE	5/1/2011	BY	BLAIR, CHURCH & FLYNN

EXHIBIT B



Blair,
Church
Flynn

Blair, Church & Flynn
Consulting Engineers
455 Oak Street,
Suite 200
Madera, California 93692
Phone: (559) 239-1800
Fax: (559) 239-1800

SEWER AND WATER IMPROVEMENT PLANS FOR MADERA NEW HIGH SCHOOL PLAN AND PROFILE ELLIS STREET	
SHEET 6 OF 14	
CITY OF MADERA ENGINEERING DEPARTMENT 300 WEST 4TH STREET MADERA, CALIFORNIA	
DESIGNED BY	DATE
CHECKED BY	
APPROVED BY	
DATE	
PROJECT NO.	
CONTRACT NO.	
CONTRACT DESCRIPTION	
CONTRACT LOCATION	
CONTRACT STATUS	
CONTRACT VALUE	
CONTRACT OWNER	
CONTRACT AGENT	
CONTRACT CONTACT	
CONTRACT PHONE	
CONTRACT FAX	
CONTRACT EMAIL	
CONTRACT WEBSITE	
CONTRACT ADDRESS	
CONTRACT CITY	
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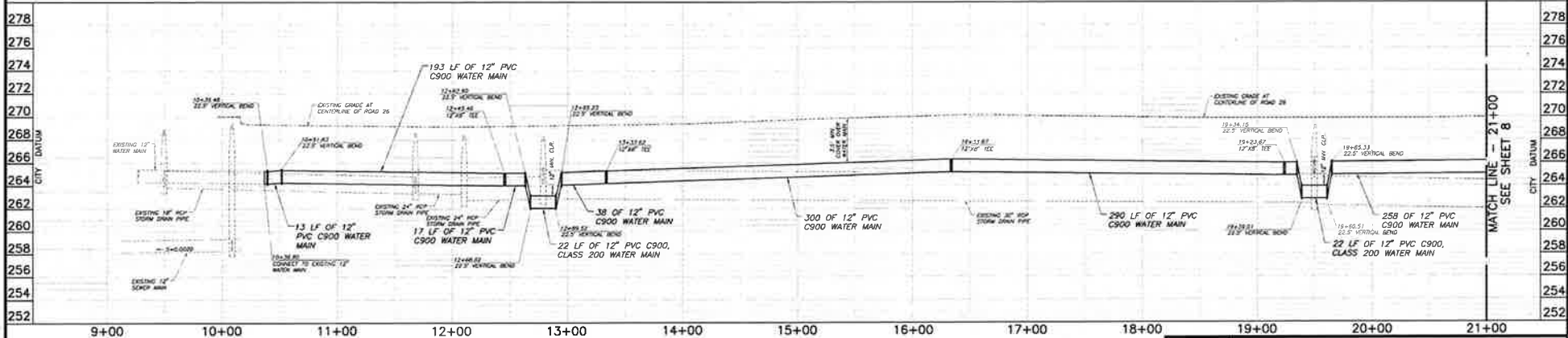


EXHIBIT B

SEE SHEET 6

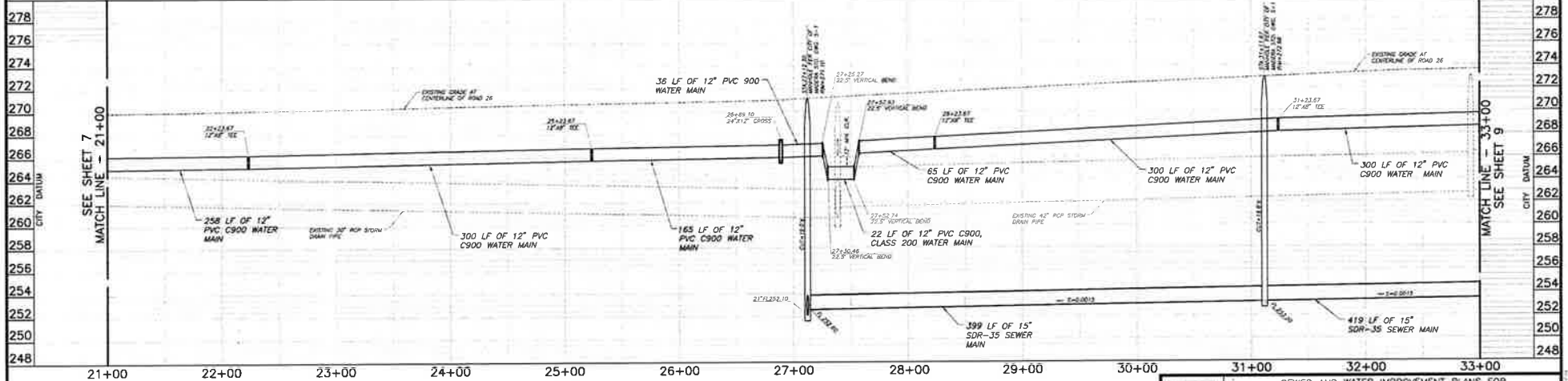
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Know what's below.
Call before you dig.



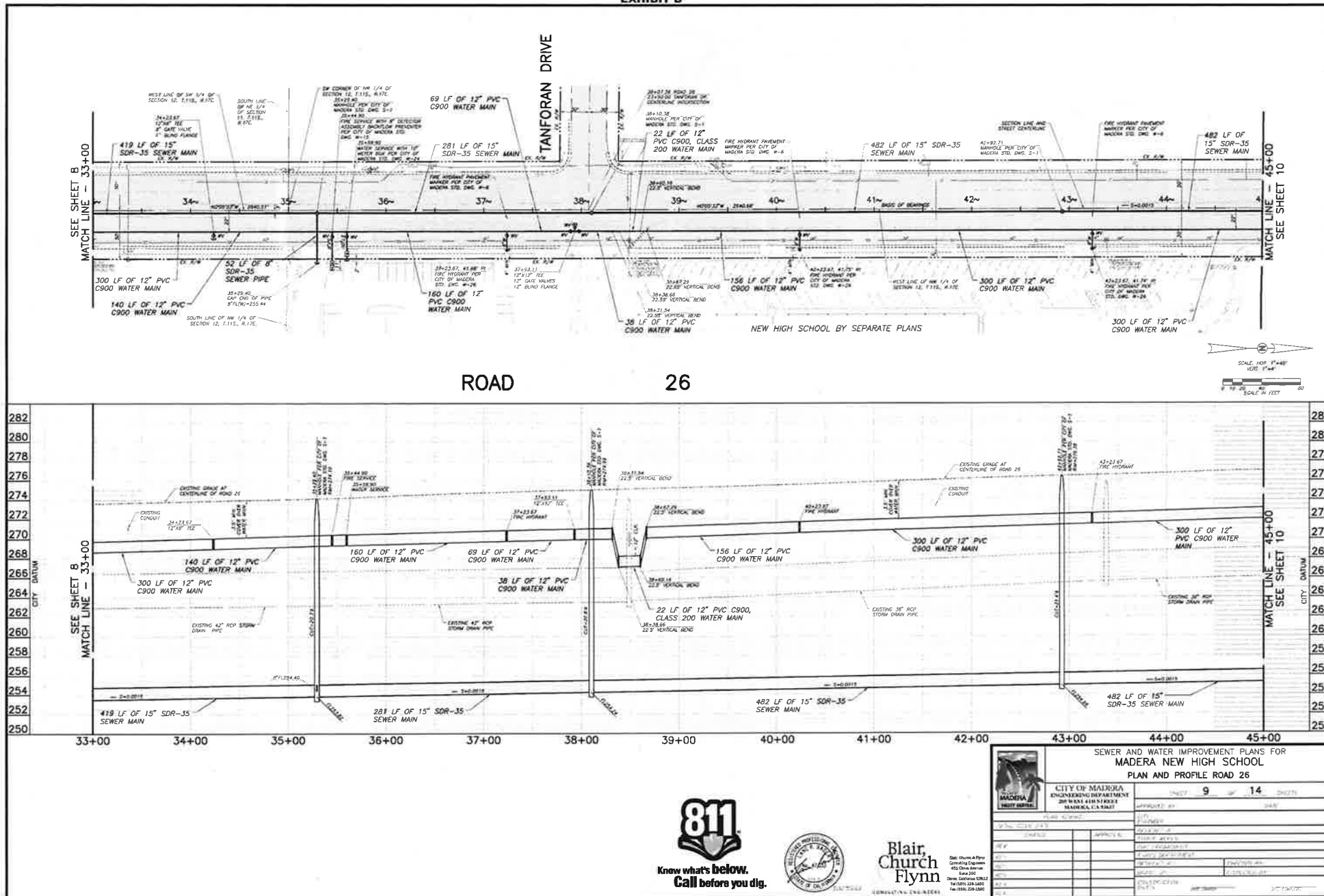
Blair,
Church
Flynn

CONSULTING ENGINEERS

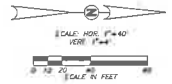
Blair, Church & Flynn
Consulting Engineers
400 West 10th Street
Suite 100
San Jose, California 95128
Tel: (408) 281-1000
Fax: (408) 281-1000

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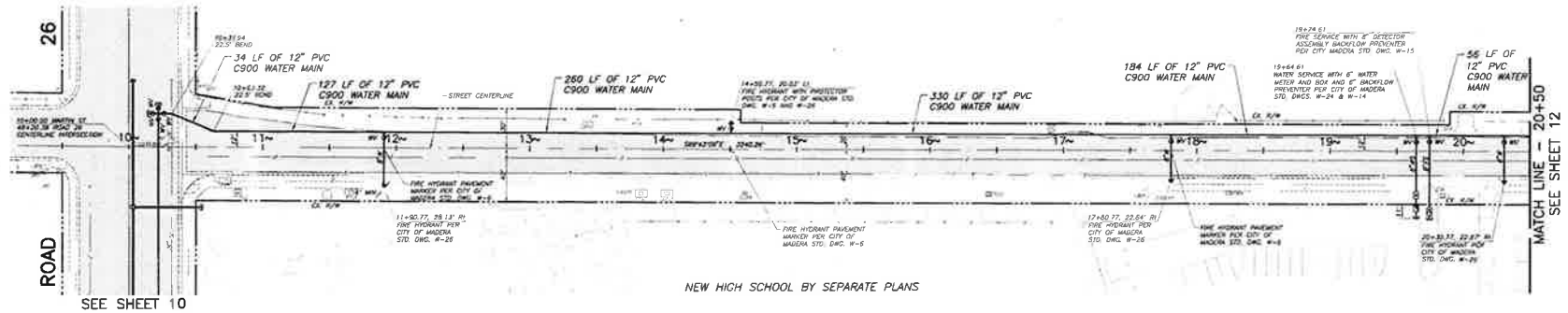
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CONSULTING ENGINEER

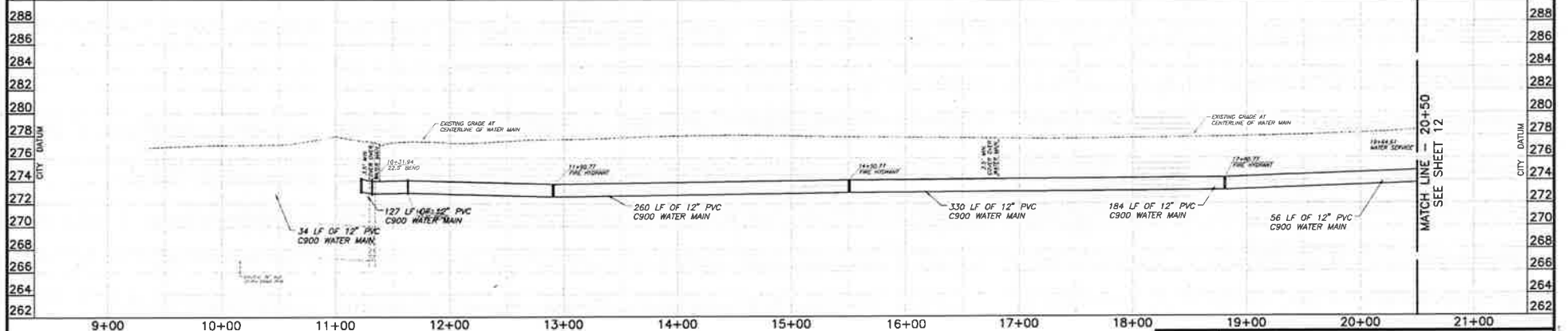
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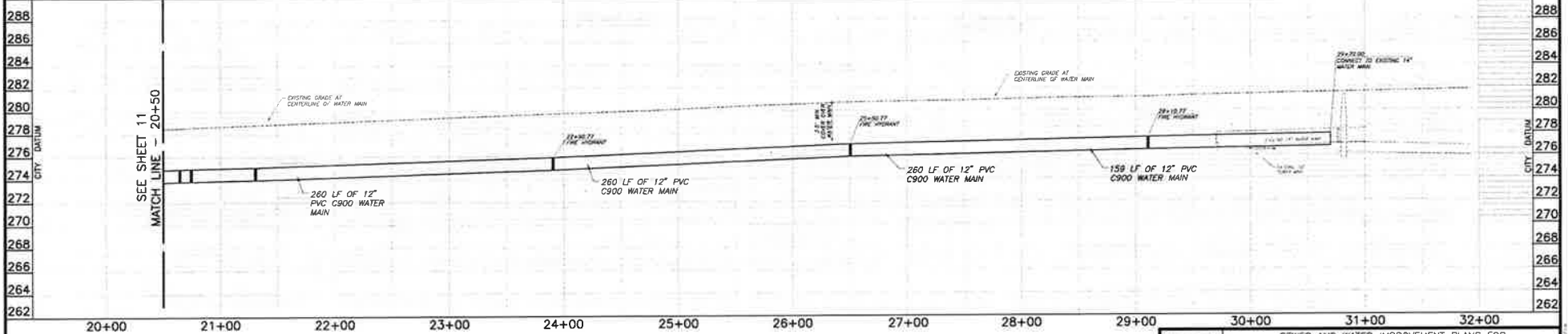
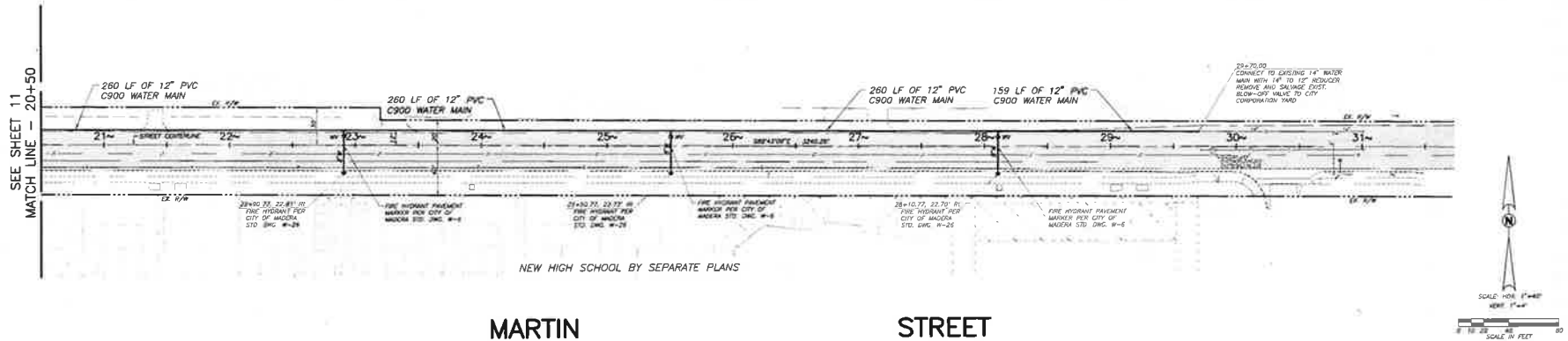


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PROJECT OWNER:		PROJECT MANAGER:	
PROJECT BUDGET:		PROJECT COMPLETION DATE:	



Blair Church Flynn
CONSULTING ENGINEER

Blair Church Flynn
Consulting Engineer
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Oak, California 94622
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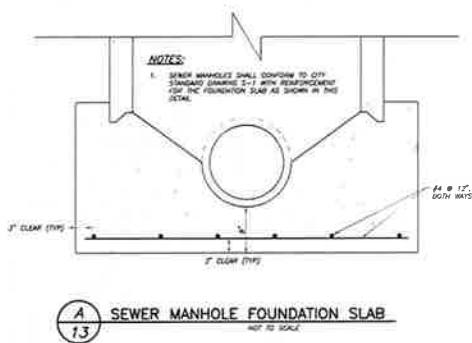
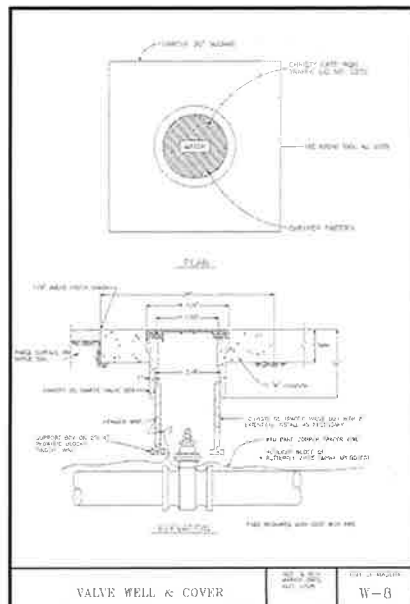
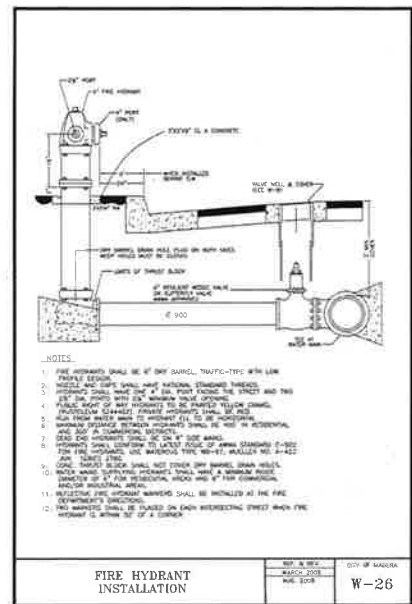
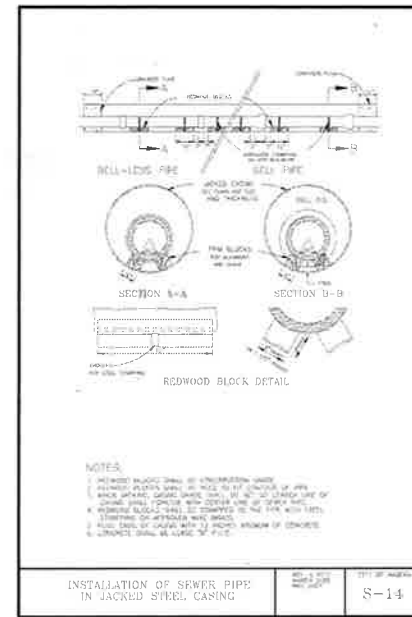
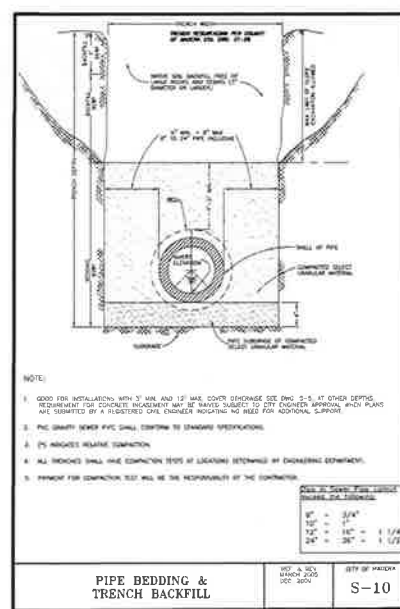
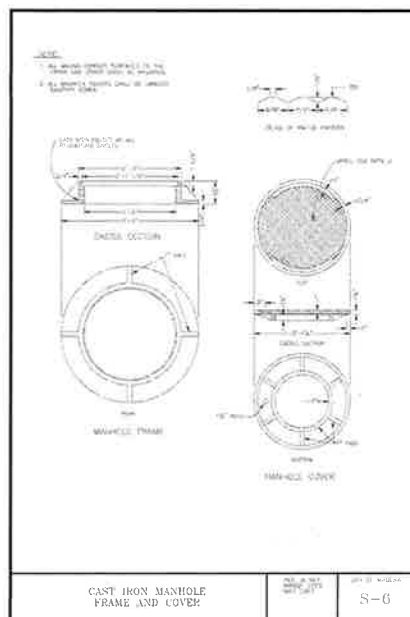
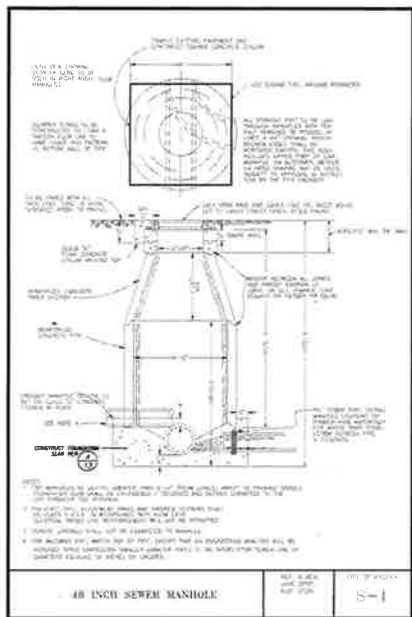
EXHIBIT B

Blair,
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Flynn

Basic Church & Ryan
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Orem, California 93851
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EXHIBIT B



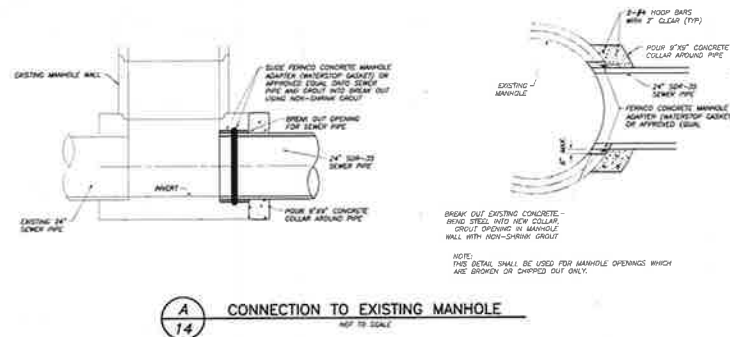
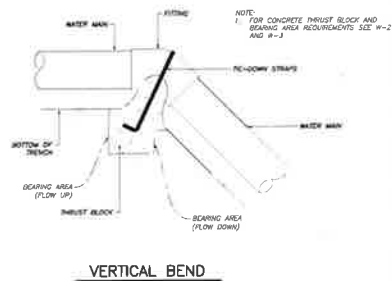
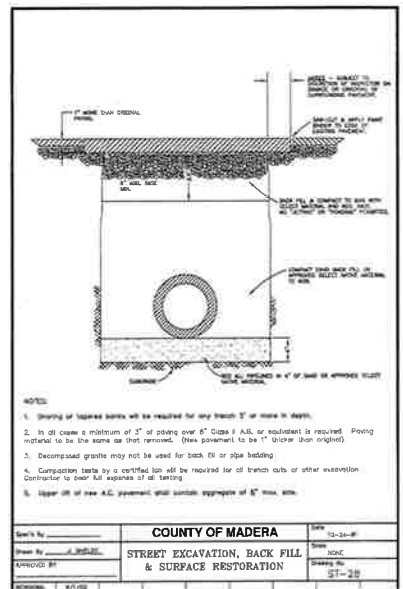
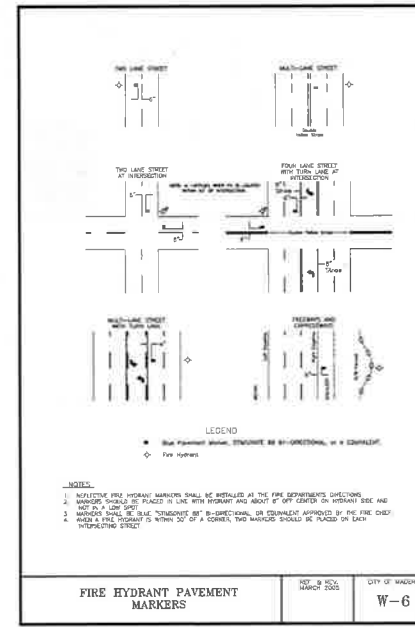
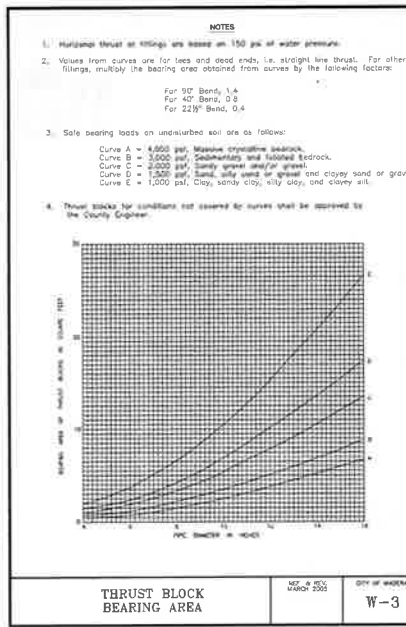
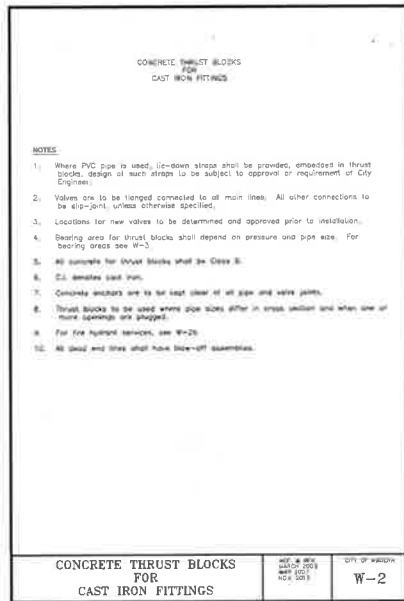
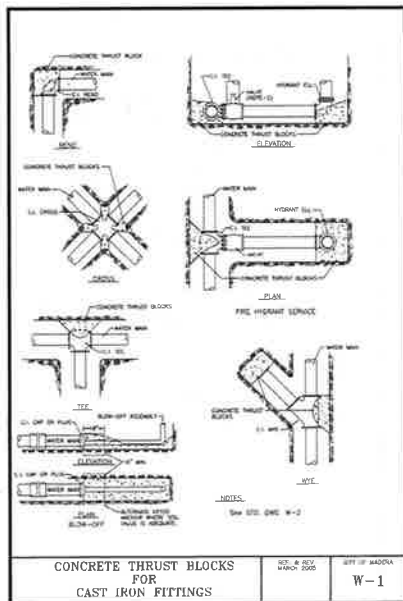
Blair,
Church
Flynn

CONCLUSIONS

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Fax (559) 326-1500

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EXHIBIT B



Blair,
Church
Flynn

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Environmental Commitment Program

Title: City of Madera Sewer Crossing Under Lateral 24.2 Project Number: 17-028 Anticipated Start Date: February 15, 2018 Approximate Duration: 30 days					[Proponent] Point of Contact: Mr. Keith Helmuth, City Engineer City of Madera 205 W. Fourth St. Madera, CA 93637 Phone 559--661-5418 khelmuth@cityofmadera.com	
Project Lead: Laura Couron lcouron@usbr.gov , 559-487-5256 Natural Resource Specialist: Kate Connor mkathleenconnor@usbr.gov , 559-487-5504 Wildlife Biologist: Lisa Buck lbuck@usbr.gov (559) 487-5262						
Resource	Summary of Environmental Commitments	Timeframe for Implementation	Verification Interval	Final Verification Date	Proponent Verification of Compliance	
					Initials	Date
Biological	Before the start of any ground-disturbing activities associated with the Proposed Action, a qualified biologist shall conduct focused surveys for burrowing owls in areas of suitable habitat on and within 250 feet of the Action Area. A letter report documenting survey methods and findings shall be submitted to Reclamation at least 5 days before the start of construction on the Proposed Action.	Prior to Construction	Once			
Biological	If occupied burrowing owl burrows are found, Reclamation shall be notified and work on the Proposed Action shall not begin until a qualified biologist has established a non-disturbance buffer of 160 feet during the non-breeding season (September 1 through January 31) or 250 feet during the breeding season (February 1 through August 31). The biologist shall remain on-site during construction to monitor the burrow, and may stop construction at any time to avoid impacts to the owls. The buffer shall remain in place until the biologist determines the nest is no longer active.	Prior to Construction	Daily			
Biological	If a burrowing owl is observed at the construction site at any time during construction, a temporary non-disturbance buffer of approximately 160 feet shall be observed to establish a safe area for the animal until it leaves the construction area at its own volition.	Throughout Construction	Daily			
Biological	In order to avoid impacts to nesting migratory birds, if work would occur between February 1st and August 31st a nesting survey shall be conducted 15 days prior to the start of construction. The nesting survey should include examination of all trees within 200 feet of the entire Action Area (i.e., within a zone of influence of nesting birds). The zone of influence includes those areas off the project site where birds could be disturbed by earth- moving vibrations and/or other construction-related noise.	Prior to Construction	Once			



U.S. Department of the Interior
 Bureau of Reclamation
 South-Central California Area Office

EXHIBIT C

Environmental Commitment Program

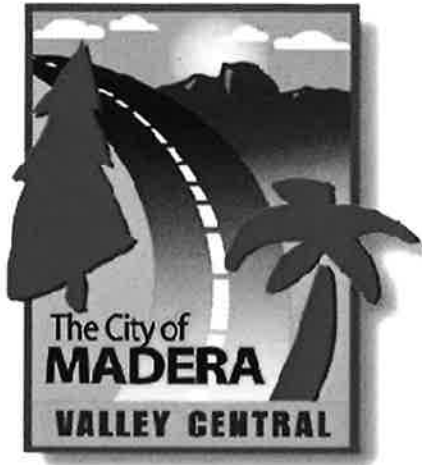
Biological	If birds are identified nesting in or within the zone of influence of the construction project, a qualified biologist shall inform Reclamation and establish a temporary protective nest buffer around the nest(s). The nest buffer should be staked with orange construction fencing or orange lath staking. The buffer must be of sufficient size to protect the nesting site from construction related disturbance and shall be established by a qualified ornithologist or biologist. Typically, adequate nesting buffers are 50 feet from the nest site or nest tree for small birds and up to 300 feet for raptor species.	Prior to Construction	Throughout Construction			
Biological	No construction or earth-moving activity shall occur within any established nest protection buffer between February 1st and August 31st unless it has been determined by a qualified ornithologist/biologist that the young have fledged and have attained sufficient flight skills to avoid project construction zones, or that the nesting cycle is otherwise completed. At the end of the nesting cycle, when a qualified biologist determines if the nest has been abandoned by its occupants, temporary nest buffers may be removed and construction may commence in established nesting buffers without further regard for the nest site	Throughout Construction	Throughout Construction			

Funding: The proponent is responsible for all direct costs to implement, monitor and evaluate the environmental commitments described in the table. The proponent is also responsible for the costs incurred by Reclamation staff to monitor and evaluate the environmental commitments.



U.S. Department of the Interior
Bureau of Reclamation
South-Central California Area Office

EXHIBIT C



REPORT TO CITY COUNCIL

MEETING DATE: April 18, 2018

AGENDA ITEM NUMBER: B-9

Approved By:



INTERIM PUBLIC WORKS DIRECTOR



CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving a Special Activity Permit Certificate for the Use of Designated Areas of the Madera Municipal Airport for the 2018-2019 Porsche Club of America Autocross Events and Authorizing the Mayor to Execute the Permit on Behalf of the City.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution approving a Special Activity Permit for the Porsche Club of America to utilize areas of the Madera Municipal Airport for autocross events and authorize the Mayor to execute the Agreement. This request has been taken to the Airport Advisory Commission and they voted unanimously to approve with the details outlined below.

SUMMARY:

This Special Activity Permit will allow the Porsche Club of America (PCA) to utilize the Restricted Runway 8-26 at the Madera Municipal Airport for monthly autocross performance driving events from May 2018 through June 2019. These events are held during the months of February through June and September through November, inclusive. Autocross is a sport driving competition focused on navigating a car through a defined course of pylons. The courses are set up using soft orange traffic pylons and speeds are between 40 to 65 mph. The event organizers place an emphasis on driver skill and car performance. The PCA recognizes safety and airport operations as their top priority.

DISCUSSION:

The City received a request in December 2017 from the PCA to use areas of the Airport for a monthly autocross event. After reviewing several locations with the PCA and staff, the request was presented to the Airport Advisory Commission on March 26, 2018. The Commission voted unanimously to approve the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. A sponsor from the Porsche Club of America, Larry Kirlin, provided a detailed background of autocross events and the proposed use of the Madera Airport. He detailed the proposed course, noting that the PCA will stay within the given confines of the Restricted Runway 8-26 so as not to impede any Airport

traffic. Likewise, the PCA will use an entrance gate off Avenue 16 and will, therefore, have no need to cross any of the main taxiway, apron or Runway 12-30 facilities.

In its advertising and promotional materials for the event, the PCA shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City. The event will take place on the following tentative dates:

May 12, 2018	February 9, 2019
June 9, 2018	March 9, 2019
September 8, 2018	April 13, 2019
October 13, 2018	May 11, 2019
November 10, 2018	June 8, 2019

Staff has negotiated a \$500 per event fee with the PCA. The proposed Special Activity Permit details the terms of this non-aviation-related event.

FINANCIAL IMPACT:

This Special Event Permit will allow for 10 autocross events over the course of 2018 and 2019. These 10 events will generate \$5,000 revenue for the Airport. There will be no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A SPECIAL
ACTIVITY PERMIT CERTIFICATE FOR THE USE OF
DESIGNATED AREAS OF THE MADERA MUNICIPAL
AIRPORT FOR THE 2018-2019 PORSCHE CLUB OF
AMERICA AUTOCROSS EVENTS AND AUTHORIZING
THE MAYOR TO EXECUTE THE PERMIT ON BEHALF OF
THE CITY**

WHEREAS, the Porsche Club of America (Permittee) has requested permission to utilize an area of the Madera Municipal Airport for autocross events during 2018 and 2019; and

WHEREAS, the City of Madera (City) has available space on Restricted Runway 8-26 that will not present any safety hazard or detriment to normal operations of aircraft arriving or departing from the Airport; and

WHEREAS, the City and the Permittee have agreed upon terms for the Special Activity Permit.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA HEREBY resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Special Activity Permit between the City and the Porsche Club of America, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Special Activity Permit on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

**MADERA MUNICIPAL AIRPORT CONDITIONAL AIRPORT SPECIAL
ACTIVITY PERMIT CERTIFICATE FOR THE USE OF DESIGNATED AREAS
OF THE AIRPORT FOR THE 2018-2019 PORSCHE CLUB OF AMERICA
AUTOCROSS EVENTS**

THIS IS TO CERTIFY THAT, the City Council ("Council") of the City of Madera ("City"), at a regular meeting held on April 18, 2018, considered and approved this Conditional Airport Special Activity Permit (or "Permit") for use of areas of the Restricted Runway 8-26 ("Ag strip") at the Madera Municipal Airport for monthly scheduled non-aviation-related events and activities in conjunction therewith, and subject to the following conditions and restrictions.

REQUEST:

Request by the Porsche Club of America, a corporation of the State of Maryland registered to do business in California (hereinafter referred to as "Permittee"), for permission to use the Airport Restricted Runway 8-26 (as indicated on **Exhibit A** attached hereto and made a part hereof).

BACKGROUND:

In December 2017, a request was received from the Permittee to utilize areas of the Airport for a monthly event from May 2018 through June 2019, for autocross performance driving activities.

During a regular meeting of the Airport Advisory Commission on March 26, 2018, the Commission voted unanimously to approve the request for use of the Madera Municipal Airport Restricted Runway for autocross events in 2018 and 2019. A sponsor from the Porsche Club of America, Larry Kirlin, provided a detailed background of autocross events and the proposed use of the Madera Airport.

COUNCIL ACTION:

The City Council adopted the following findings in justification of this Permit and grants the Permit as described herein subject to each of its Conditions of Approval and authorized the Mayor to execute same as described herein.

FINDINGS:

In issuing this Permit, the City Council hereby finds that, under strict conditions of approval:

1. Permittee's automotive, non-aviation-related event and activities and use of the Restricted Runway 8-26 areas and Airport facilities will not be detrimental to the environment or to the health, safety, peace or general welfare of the City, the Airport,

the surrounding properties or the community-at-large.

2. Permittee's non-aviation-related activities will not be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Permittee's non-aviation-related activities, if conducted in accordance with the Conditions of this Permit will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City. The long-term use of the property is designated for aviation-related development in the Airport Master Plan and Airport Layout Plan.
4. Permittee's non-aviation-related activities and the use of the Restricted Runway 8-26 areas and Airport facilities will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. Reasonable time periods can be and are herein designated for Permittee's non-aviation-related activities.
6. Permittee shall pay \$500.00 per event for this proposed use.
7. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. It is further found that, because those insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

CONDITION PRECEDENT:

Approval of this proposed use of the Airport by the Federal Aviation Administration (FAA) shall be a condition precedent to the effectiveness of this Permit. City shall have sole discretion to determine the satisfaction of this condition, which discretion shall be exercised upon a reasonable basis after conferring in good faith with Permittee. The City is responsible for obtaining FAA approval and Permittee shall fully cooperate with the City's efforts related thereto.

EVENT DESCRIPTION:

The Event is a monthly autocross event on the second Saturday of the months of February through June and September through November, inclusive, for Porsche Club of America to participate in timed autocross competition. Event participants on the Restricted Runway 8-26 would navigate a temporary course marked by traffic cones in a timed competition. The event organizers place an emphasis on driver skill and car performance; and performance

is measured by time. All vehicles would be checked by Permittee for safety and adequately prepared for timed racing.

Event participants would race on a course set up on the Restricted Runway 8-26. Use of the term "runway" in this Permit refers to macadam, bituminous asphalt surfaces existing at the Airport. The autocross-timed-racing course will be set up substantially as shown on **Exhibit B**, attached hereto and incorporated herein; no other portions of the Airport will be used for automotive activities. The Event will not involve the producing, assembling, or selling of any products onsite.

For the dates listed above for the automotive activities, up to 100 members of the Porsche Club of America will be at the Airport at any one time. Logistics staff will deliver and set up portable equipment on the Friday prior to the event from 12:00 PM to 6:00 PM. The autocross course will be set up on Saturday of the event, prior to racing activities. Autocross-timed-racing activities will occur between the hours of 7:00 AM and 5:00 PM. Table 1 provides a summary of event activities by time and day.

TABLE 1. Activities Schedule

Day	Start	End	Location	Event/Description	People on Site (max)
Friday	12:00 PM	6:00 PM	RR&T	Course Setup, Delivery of Portable Toilet	5
Saturday	7:00 AM	9:00 AM	RR&T	Registration and Course Setup	100
	9:00 AM	9:30 AM	RR&T	Drivers Meeting and Course Walk	100
	9:30 AM	4:00 PM	RR&T	Autocross Timed Runs	100
	4:00 PM	5:00 PM	RR&T	Load-out and Clean-up	25
Monday	8:00 AM	12:00 PM	RR&T	Pick-up of Portable Toilet	2

Note:

RR&T = Restricted Runway and Taxiway

Exhibit B shows the route event participants will take to access the Restricted Runway 8-26 areas, which involves detouring through the gated entrance at Avenue 16 to avoid crossing the apron, taxiway and Runway 12-30.

In its advertising and promotional materials for the event, Permittee shall promote and aid the commerce of the Madera Municipal Airport and the City of Madera and use of City facilities by positive publicity for the City through its association with the event and to aid commerce and tourism within the City.

TERM OF PERMIT: For the dates of: May 12, 2018; June 9, 2018; September 8, 2018; October 13, 2018; November 10, 2018; February 9, 2019; March 9, 2019; April 13, 2019; May 11, 2019; and June 8, 2019.

FEE: Permittee shall pay \$500.00 per event.

BUSINESS LICENSE: Thirty (30) days prior to conducting any activity under the authority granted by this Permit, Permittee and any of its contractors or subcontractors for the event must apply, pay for and receive a City of Madera Business License from the City's Finance Department.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions and the breach of any said terms, covenants or conditions will be deemed sufficient cause for the suspension or termination of the Permit.

I Operational

1. Permittee's non-aviation-related activities shall be confined to the areas of the Restricted Runway 8-26 and Airport facilities designated by the City and shown in **Exhibit A**. Use of any other areas of the Airport for activities pursuant to this Permit must be approved in advance and in writing by the City. The City shall have final approval of all site plans as provided herein and Permittee shall implement all safety measures required by the City to ensure public safety and to safeguard users of the Airport and aircraft. The City reserves the right to relocate or to cancel or suspend any event at any time if, in the opinion of the City such relocation or suspension/termination is required for the public safety or the safe operation of the Airport.
2. Pre- and post-event site inspections will be conducted by representatives of Permittee and the City, at a date and time agreed in writing prior to the Event, to determine existing conditions and evaluate in writing potential damages, if any. Each day autocross racing is conducted on Restricted Runway 8-26, representatives of Permittee and the City shall inspect the racing course(s) prior to the racing day and following that inspection and after any remedial actions taken, except for any condition identified in writing by the Permittee or by the City at the time of the inspection, Permittee agrees to accept the condition of the runway and the racing courses "as is" with respect to all conditions which may then exist. The cost to the City to repair or replace any post-event damage, or to effect removal and cleanup of any material or oil or gas spill remaining on the Event site after the end of the usage period (as defined herein) shall be assessed to Permittee. Permittee's use of the Airport must not affect access to or the use of premises leased to the City's tenants at the Airport.
3. Prior to conducting any activities on the Airport, Permittee will provide a final written schedule of its proposed activities to the City and will keep City staff fully informed on a timely basis by providing prior written notice concerning any and all changes concerning events listed in that schedule. Prior to the event, Permittee will provide to the City a current list of names, phone numbers, and e-mail addresses for principal contact persons who are responsible for the conduct of that event both on- and off- site and who should be contacted

in the event of an emergency. Prior to the scheduled event, Permittee will attend a pre-event briefing with City staff to ensure coordination of the event and emergency procedures.

4. Permittee's non-aviation-related and other activities and operations shall be conducted only from 6:00 AM to 6:00 PM. The City will not provide staff on-site during this time.

5. An accurate plan of the location of all events and related activities must be prepared by Permittee and approved in advance by the City. This plan should include, but is not limited to: safety setbacks, crowd lines, parking areas for visitors and participants.

A traffic management plan showing the Airport gate and route to be used for ingress and egress to the event site, the location of directional signs, security fencing, and barricades, if needed, shall be submitted to the City at least thirty (30) days before the Event.

6. Traffic entering or leaving the Restricted Runway 8-26 areas shall avoid crossing Runway 12-30 by accessing the site through the gate at Avenue 16 and following the traffic route shown on **Exhibit B**.

7. Set-up and break-down of course equipment associated with any event will occur on the same day as event activities. All equipment and materials on the Restricted Runway must be removed before 6:00 PM on the same day as the event and the site returned to its pre-event condition, unless other arrangements are approved in advance by the City. Permittee is responsible to pay any maintenance or cleanup costs associated with the event.

Permittee is responsible for installing and securing any traffic cones, signs, striping or tape used to delineate areas, trash cans, portable toilets, tents, structures or other materials, equipment or supplies brought onto the site for any event. If water is required to clean the event site, it shall be accomplished using non-potable water whenever possible unless potable water is required for reasons of health or safety. If Permittee's activities on the site damages the runway due to a fuel spill and the runway softens or otherwise becomes unusable, Permittee will be responsible for the cost of repairs to the damaged runway. If, in the sole determination of the City, the event site requires sweeping for rocks and small debris following any event as a result of Permittee's activities, the City will so notify Permittee who will have an option to sweep debris from the site to the satisfaction of the City or to request the City to sweep debris. In the event that City personnel are required to remove debris from the event site, Permittee shall be assessed a Public Works Special Event Labor charge consistent with the City of Madera Master Fee Schedule. All sweeping must be completed no later than 5:00 PM on the day following autocross racing activities.

8. Ample garbage and refuse containers with snug fitting lids must be provided for food facilities and for public use to the satisfaction of the City. Garbage and refuse containers must be emptied as necessary during any event so as not to overflow during or after an event. All trash must be removed from the site and the Airport no later than the day following the event. In the event that City personnel are required to remove garbage or refuse from

the event site, Permittee shall be assessed a Public Works Special Event Labor Charge consistent with the City of Madera Master Fee Schedule, and Permittee shall pay said charge within seven calendar days of receiving the assessment from the City.

9. Adequate portable restrooms will be provided by Permittee for any event in such numbers and locations as may be required by the Madera County Health Department and the City. These portable restrooms must be serviced and pumped by a sanitation truck as required and removed from event site at the conclusion of activities. There must be no dumping of any materials into existing sewers serving the Airport.

10. Fire extinguishers fully charged and with tags affixed, must be provided by Permittee as required by the City's Fire Department. There will be no open air use of hazardous or flammable materials. All fuel shall be stored and dispensed properly from adequately vented containers.

11. First aid kits and supplies as approved in advance by the City and the City's Fire Department shall be available on-site for the duration of any automotive racing activity.

12. Any accident requiring medical attention must be reported in writing to the City within 24 hours from the time of the accident.

13. Permittee by accepting this Permit acknowledges that it has received and will abide by the rules and regulations set forth in the Airport Operating Ordinance.

14. Permittee's must, within 24-hours from the time of an accident or an incident or reportable event which violates Airport Rules and Regulations or this Conditional Airport Special Activity Permit, provide a written report of the incident to the City using a form approved by the City.

15. Permits must be obtained from the Madera County Health Department for any temporary food or beverage service or preparation facilities at least ten (10) days prior to an event.

16. Parking for motor vehicles including utility trucks shall be as designated on the site plan in areas outside the fenced air operations areas of the Airport. There must be no overnight or vehicle camping or long-term (more than 72-hours) vehicle storage on Airport property, unless same is approved in advance by the City. Any circumstances which arise during an event which is expected to impact Permittee's ability to leave the site clean and vacant, such as the presence of an inoperable vehicle, shall be immediately communicated to the City.

17. Permittee will be responsible for, and must take all measures required to ensure that participants or spectators do not trespass onto leased premises at the Airport or outside of designated areas, as shown in **Exhibit A**.

18. To the extent applicable Permittee shall comply with all FAA assurances as shown on **Exhibit C** attached hereto and made a part hereof.

19. Permittee shall cooperate with the City in notifying pilots, users and tenants of the Airport about the Permittee's event activities and explaining how these activities will affect the Airport and airport operations.

20. Sponsorship banners and signs are allowed within the designated event area in locations approved by the City and indicated on the site plan. Banners and signs shall be promptly removed after the event.

21. No person shall possess or consume any alcoholic beverage or illegal drug in or around any areas of the Restricted Runway 8-26 when Permittee's activities are taking place. No person employed by or providing service to Permittee shall possess, consume, and/or have in their system any alcoholic beverage or illegal drug in or around any areas where Permittee's activities are taking place.

II RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, INSURANCE AND INDEMNIFICATION REQUIRED

1. **Release and Waiver of Liability and Assumption of Risk Agreement.** Each participant in motorized vehicle operation including, but not necessarily limited to, driving, autocross, and slalom exercises and any passenger shall, prior to such participation, sign a Release and Waiver of Liability and Assumption of Risk Agreement, a copy of which is attached hereto as **Exhibit D**, and a copy of every such executed Agreement shall be provided to the City at the conclusion of each day's event which involves operation of motor vehicles on the Airport. (Permittee shall utilize Exhibit D in not less than an 8 ½" by 14" format.)

2. **Insurance.** Permittee agrees to provide insurance in accordance with the requirements set forth herein. If Permittee use existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Permittee and shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee's.

Permittee and City further agree concerning the insurance coverage's required by this Permit as set forth in **Exhibit E**, attached hereto and by this reference incorporated herein.

2 Indemnity. Permittee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Permittee's activities under this agreement or out of the operations conducted by Permittee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Permittee's activities under this agreement, the Permittee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

III SUSPENSION OR TERMINATION

This Permit for non-aviation-related activities may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee's activities on the Airport, by the City. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the City, it will immediately cease and suspend all their activities on the Airport.

City agrees to cooperate with Permittee in their efforts to remedy or to address the violation cited in the notice of suspension. If and when such violation has been addressed to the satisfaction of the City, a written notice of Permit reinstatement shall be given to Permittee.

This Permit may be terminated by action of the City.

If cancellation for convenience of the event is effected by Permittee, Permittee shall pay to the City an equitable charge for services or other work performed. The equitable charge for termination for Permittee's convenience shall provide for payment to the City for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the City relating to written commitments that were executed prior to termination.

In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement, the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Madera County, the prevailing party, in addition to other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonably consulted by the attorney for the prevailing party.

IV NON-TRANSFERABILITY, NO EXCLUSIVE RIGHT, NO RIGHT TO LEASE,

NO LONG-TERM USE CONTEMPLATED BY THE PARTIES

This Permit is non-transferable.

This Permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.

This Permit is not and may not be construed as a lease of any City property, nor does it convey any right to such a lease.

In the event of a request or action by the FAA to cease or terminate the activities as set forth in this Special Activity Permit, such permit shall become immediately null and void without requirement of any further action by the City Council.

V Notice

All notices and other communications required to be given under this Permit shall be in writing, and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail or by facsimile transmission in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, (c) if by mail, on the third (3rd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) by facsimile transmission shall be deemed to have been given on the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine addressed as follows:

If to the City: City of Madera
Attn: Public Works Director
1030 South Gateway Drive
Madera, CA 93637
Facsimile: (559) 661-0760

With a copy to: City of Madera
Attn: City Attorney
205 West 4th Street
Madera, CA 93637
Facsimile: (559) 673-1304

If to Permittee; Porsche Club of America
Attn: Edwin Suarez, Sequoia Chapter President
4125 W Ellery Way
Fresno, CA 93722

E-mail: edsuarez99@gmail.com

Or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a notice to the other party. Notices given by an attorney shall be deemed to constitute notice from that party.

VI AUTHORITY

The individuals executing this Airport Special Activity Permit on behalf of the City of Madera and Porsche Club of America represent and warrant that he or she is duly authorized to execute and deliver this permit on behalf of said entity and that this Permit is binding upon said entity in accordance with its terms.

THIS CERTIFICATE IS TO NOTIFY requester Porsche Club of America that the above described Conditional Airport Special Activity Permit was approved by the City.

Dated: April 18, 2018

Madera, California

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

Porsche Club of America

BY: _____
Edwin Suarez, Sequoia Chapter President

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY

By: _____
Joel Brent Richardson

ATTACHMENTS

EXHIBIT A	SITE PLAN OF RESTRICTED RUNWAY 8-26
EXHIBIT B	ACCESS ROUTE TO EVENT LOCATION
EXHIBIT C	FAA ASSURANCES
EXHIBIT D	RELEASE, WAIVER & ASSUMPTION OF RISK AGREEMENT
EXHIBIT E	INSURANCE PROVISIONS

[illegible][illegible]

**Restricted,
Runway 8-26**

EXHIBIT B
ACCESS ROUTE TO EVENT LOCATION

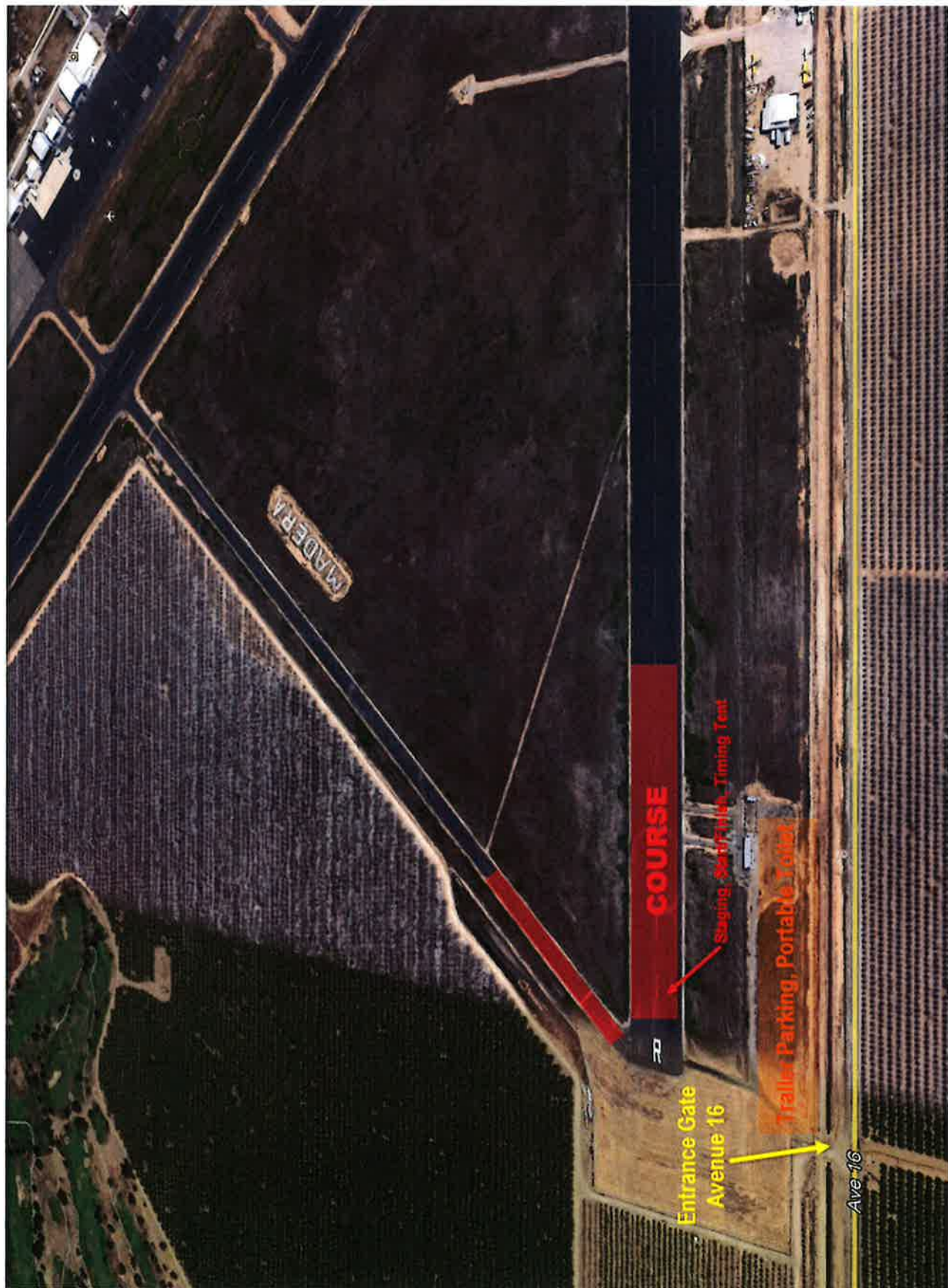


EXHIBIT C
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH SPONSOR'S FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, the City of Madera shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Madera shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Madera or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Madera reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Madera reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Madera and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Madera, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Madera Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Madera Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT D
MADERA MUNICIPAL AIRPORT
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Description and Location of Scheduled Event

Date Release Signed

IN CONSIDERATION OF BEING PERMITTED TO compete, drive a motor vehicle, spectate, officiate, observe, work, or PARTICIPATE in any way IN THE ABOVE EVENT(S) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (defined as requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, FOR HIMSELF OR HERSELF, HIS OR HER PERSONAL REPRESENTATIVES, HEIRS, NEXT-OF-KIN:

1. ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE HAS OR WILL immediately upon entering any such Restricted Area, and will continuously thereafter, INSPECT THE RESTRICTED AREA which he or she enters, and he or she further agrees and warrants that, IF AT ANY TIME, he or she is in or about the Restricted Areas and HE OR SHE FEELS ANYTHING TO BE UNSAFE, HE OR SHE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH and if necessary will leave the Restricted Area AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. HEREBY RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the CITY OF MADERA and the Madera Municipal Airport, PORSCHE CLUB OF AMERICA, the promoters, participants racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their councils, directors, officers, agents, employees, and volunteers all for the purposes HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT-OF-KIN FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or RELATED TO THE UNDERSIGNED'S INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK, KNOWN AND UNKNOWN, OF BODILY INJURY, PERMANENT DISABILITY, arising out of or related to the Event(s), INCLUDING MEDICAL OR HOSPITAL BILLS, DEATH OR PROPERTY DAMAGE arising out of or related to the Event(s) whether CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE

OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

CAUTION

THIS IS A RELEASE OF LEGAL RIGHTS – READ & UNDERSTAND BEFORE SIGNING

ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE

SIGN NAME HERE

CAPACITY [driver, pit crew, spectator, etc.]

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Signature and Title of Witness

Address of Witness

Date Signature(s) witnessed

EXHIBIT E
Insurance Requirements for Porsche Club of America Special Event
At the Madera Municipal Airport

Without limiting Permittee's indemnification of City, and prior to commencement of occupation of the site for special event purposes, Permittee shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all SubPermittees and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Permittee shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. All General Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be named as additional insureds under such policies and shall be at least as broad as CG 20 10. All General Liability policies shall also be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Permittee arising out of or in connection with activities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Permittee shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the activities hereunder by Permittee, his agents, representatives, employees, subPermittees or subconsultants as specified in this Agreement.

Proof of Insurance

Permittee shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of activities. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Permittee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Permittee hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subPermittees.

Enforcement of Contract Provisions (non estoppel)

Permittee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Permittee of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in these requirements are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Permittee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Permittee.

Notice of Cancellation

Permittee agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

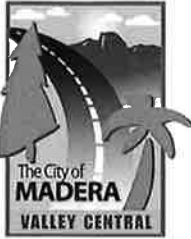
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Timely Notice of Claims

Permittee shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Permittee's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Permittee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Activities.



REPORT TO CITY COUNCIL

Council Meeting of: April 18, 2018

Agenda Item No.: B - 10

Approved by:


Tim Przybyla, Director of Finance


Steve Frazier, Interim City Administrator

SUBJECT:

Consideration of a Resolution Rescinding Resolution No. 18-38 and Approving a Revised Agreement with Raftelis Financial Consultants, Inc. for Consulting Services Related to Updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan and Authorizing the Mayor to Sign the Contract on behalf of the City

RECOMMENDATION:

Staff recommends that the City Council of the City of Madera adopt the resolution rescinding Resolution No. 18-38 and approving a revised agreement with Raftelis Financial Consultants, Inc. for consulting services related to updates to the City of Madera Water Enterprise Revenue Requirements and Financial Plan and authorizing the Mayor to sign the Contract on behalf of the City.

DISCUSSION/BACKGROUND:

At the March 21, 2018 City Council meeting, the City Council adopted a resolution approving an agreement with Raftelis Financial Consultants, Inc. (Raftelis) for consulting services. Subsequent to that meeting, Raftelis reviewed the contract and asked to have specific wording "including the City's active or passive negligence," related to Indemnification removed from the agreement, as they felt that too much of an indemnification burden for them to accept. The City Attorney agreed with their request. So, we are bringing the revised contract before Council for consideration of approval.

FISCAL IMPACT:

The Raftelis proposal amounts to \$15,240 plus an optional \$3,500 cost to attend a City Council meeting. A budget amendment for these expenditures were approved by way of resolution at the March 21st City Council meeting. These expenditures will be paid out of the Contracted Services budget line item of the Water Fund and will not impact the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action, resulting in financial gain to the City, will assist in the achieving the Vision Statement of a Well-Planned City.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA RESCINDING RESOLUTION NO. 18-38 AND APPROVING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS INC. TO PERFORM A RATE STUDY UPDATE OF WATER FEES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City is in need of a study of the costs, revenues and fees related to the operations of Water services; and

WHEREAS, The City has determined that it is prudent to obtain professional services from a firm with the unique skills to make such analysis; and

WHEREAS, The City has determined that Raftelis Financial Consultants Inc. has unique and appropriate skills and capacities to perform said studies; and

WHEREAS, A previous agreement with Raftelis Financial Consultants Inc. to provide said consulting services had been developed but was not to the satisfaction of both parties; and

WHEREAS, The City Council had previously adopted Resolution No. 18-38, approving that agreement and authorizing the Mayor to execute the agreement; and

WHEREAS, An agreement with Raftelis Financial Consultants Inc. to provide said consulting services has been developed to the satisfaction of both parties; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. Resolution No. 18-38 is hereby rescinded.
3. The Agreement with Raftelis Financial Consultants Inc. to provide a rate study update of the City's Water fees, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

**CITY OF MADERA
FEE RATE STUDY UPDATE CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made and entered into the 18th day of April 2018, by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City" and Raftelis Financial Consultants, Inc., hereinafter called "Consultant";

RECITALS:

A. The City desires to have a updated study prepared to review current water rates and revenue requirements.

B. Consultant is a firm having the necessary experience and qualifications to prepare a fee rate study for the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby employs Consultant to prepare a study of user fee rates herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work on April 19, 2018.

2. Obligations, duties and responsibilities of Consultant. It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with the Proposal to Update Water Enterprise Revenue Requirements attached hereto and incorporated herein by reference as Exhibit 1.

3. Consultant's fees and compensation: amount, how and when payable. Fees and compensation shall be based on the (Cost Estimate) listed on page 3 of the Consultant's Proposal. The fees are not to exceed the total amount of \$15,240 unless agreed to in writing by both parties.

Billings are to be made directly to the following address:

City of Madera Finance Department
Attn: Tim Przybyla
Finance Director
205 W. 4th Street
Madera, CA 93637

Total compensation for services that are the subject of this Agreement may not exceed the Fee Schedule noted above.

4. Term of agreement. This Agreement shall be effective as of April 18, 2018 and shall terminate when the project is completed, which is expected to be by the end of May 2018. But, in no event shall the term of the agreement go beyond July 31, 2018.

5. Consultant's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Consultant is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force and pay all premiums required to maintain and keep in force liability, workers' compensation, medical malpractice and property damage insurance. The limits of such policy shall be as required in Attachment "A" of this Agreement.

6. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This agreement may be terminated by mutual written agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the agreement.

Notice of termination shall be mailed to the City:

City of Madera
Tim Przybyla
Finance Director
205 W. Fourth Street
Madera, CA 93637

To the Consultant: Raftelis Financial Consultants, Inc.
Sudhir Pardiwala
201 South Lake Avenue, Suite 301
Pasadena, CA 91101

In the event of such termination, Consultant shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation but in no event more than the fees for service pursuant to this Agreement.

9. Assignment. Neither the City nor the Consultant will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Consultant's designated Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

11. Amendments. Any changes to this Agreement requested by either City or Consultant may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

12. City's Authority. Each individual executing or attesting to this Agreement on behalf of City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

13. Contractor's Legal Authority. Each individual executing or attesting this Agreement on behalf of Consultant hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that Consultant is a duly organized and legally existing corporation in good standing in the State of California.

14. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or

default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

15. Sole Agreement. This Agreement and any other attachments and exhibits incorporated herein by reference, represent the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA:

CONSULTANT:

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Andrew J. Medellin, Mayor

By: _____
Habib Isaac, Senior Manager

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENT "A"

Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

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Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

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24840 Jefferson Ave
Suite 207
Murrieta, CA 92562

Phone 951.387.4352
Cell 951.595.9354

www.raftelis.com

March 13, 2018

Mr. Tim Przybyla
Director of Financial Services
City of Madera
205 W. 4th Street
Madera, CA 93637

Subject: Proposal to Update the Water Enterprise Revenue Requirements

Dear Mr. Przybyla:

In connection with the Water Rate Study developed and completed by Raftelis Financial Consultants, Inc. for the City of Madera (City) in 2016 and as a follow up to the recent City Council meeting attended by Mr. Isaac, Raftelis is pleased to submit this proposal to assist the City with updates to the Water Enterprise Revenue Requirements and Financial Plan. We believe that our staff's recent work with the City and first-hand knowledge will ensure a value-added project resulting from efficient and successful implementation of forward-looking solutions that will benefit the City's financial stability *and determine if rates can potentially be reduced to its customers, while meeting the City's overall revenue requirements.*

Scope of Work

The scope of work described below is based upon our understanding of the City's desire to conduct an independent review of the City's revenue needs and to limit increases to its water rates as much as possible by reviewing Fiscal Year 2017-18 mid-year financials and updating the financial model with the current fiscal year as the base year and forecasting projections for the next 5-10 years.

TASK 1

Data Collection

We believe that the execution of a productive kick-off conference call with the City is the most effective way to begin the review of revenue requirements. The goals for this meeting include:

- Discuss any changes to the City's operations
- Update Capital Improvement Plan
- Review mid-year financials
- Review overall City water consumption trends in summary by customer class and tier

A successful meeting ensures that project participants agree to the project goals and assignment of responsibilities. Prior to the kick-off conference call, Raftelis will prepare a detailed data request list that will identify the information needed to complete the scope of work.

Meeting(s)/Conference(s): One (1) kick-off conference call

Deliverable(s): Kick-off call agenda, data request list

TASK 2:

Update Existing Water Model

Using the existing water model as a starting point, Raftelis will update the water model to project revenue requirements and calculate water rates using updated data obtained in Task 1. This will include a review of total usage compared to what was projected during the year of the study. We do not envision analysing consumption data at the account level as part of this scope and expect a summary report can be provided by the City by each customer class and by each tier.

Fiscal year 2017-2018 will be used as the base year for the update and revenue requirements will be project out five (5) to ten (10) years. A review of the rate component related to conservation costs will also be conducted. This will be done to determine if the conservation component is still necessary to recover \$1M annually or if a lower amount is possible to mitigate existing rates and possible future revenue adjustments. Additionally, the proposed bond issue to fund storage facilities will be incorporated into the update, including any recommended adjustments to the amount of the proposed bond based on current cash on hand, updated capital costs, and projected revenues.

Given Mr. Isaac's experience creating the City's current water model, we are very familiar with the specific nuances of the City's water system and will be able to easily incorporate any additional changes to the model to meet the City's specific needs. During the course of the project, City staff will be provided with working copies of the financial plan model update so that they can provide input into the final results.

Meeting(s)/Conference(s): Two (2) GoToMeeting conference calls, if necessary, with City Staff
Deliverable(s): Updated Water Model

TASK 3:

Results and Executive Summary

Raftel is will incorporate any comments from City staff into the rate model and prepare a one page executive summary that details updates to the revenue requirements, results of the review, and the effect to the City's water rates. City staff will be provided copies of the draft executive summary and the updates to the rate model.

Meeting(s)/Conference(s): Optional - One (1) meeting with City Council
Deliverable(s): Draft Executive Summary and Final Executive Summary

Project Schedule

Raftel anticipates the start the update to take place in March and to be completed by end of April, with the understanding that the data needed for the study will be readily available.

Cost Estimate

Raftelis proposes to complete the scope of services for a **Not-to-Exceed amount of \$15,240**, as shown in the following table. The fees are based on the Scope of Work included in this proposal. Also included, is a cost per meeting for the City's consideration if Mr. Isaac's attendance at a future City Council meeting is desired to present results.

The following table details the hours and billing rates for each consultant to each task of the scope of work.

Task	Task Descriptions				
		PM	SC	Total	Total Fees & Expenses
	HOURLY RATES	\$260	\$180		Total
1	Data Collection and Review	2	6	8	\$1,600
2	Update Existing Water Model	12	32	44	\$8,880
3	Results & Executive Summary	10	12	22	\$4,760
TOTAL ESTIMATED MEETINGS / HOURS		24	50	74	
PROFESSIONAL FEES		\$6,240	\$9,000	\$15,240	
		Total Fees			\$15,240
		Total Expenses			\$0
		TOTAL FEES & EXPENSES			\$15,240
Optional Meeting with City Council					\$3,500

We appreciate the opportunity to be of assistance on this engagement. Please do not hesitate to contact Habib Isaac at (951) 595-9354 if you have any questions.

Sincerely,
RAFTELIS FINANCIAL CONSULTANTS, INC.



Habib Isaac
Senior Manager

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF April 18, 2018

AGENDA ITEM NUMBER C-1

APPROVED BY


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Joint Powers Agreement with The County of Madera and Madera Unified School District to Form the Madera County Arts Authority and Authorizing the Mayor to Execute the Agreement. Acceptance of Agreement Will Require the Appointment of a Board Representative, First and Second Alternate.

RECOMMENDATION

Staff recommends Council approving an agreement with the County and School District to form the Madera County Arts Authority (Authority) and authorizing the Mayor to execute the agreement. Additionally, if Council adopts the agreement a representative, first and second alternate will need to be identified to sit on the Board of Directors for the Madera County Arts Authority.

SUMMARY

On March 18, 2015 the Madera City Council passed a resolution authorizing an investment of \$100,000 into the Madera County Center for the Arts Partnership (report attached). The City's commitment was matched by a like kind amount from both the County and the Madera Unified School District. These funds were used to complete a feasibility study and initial design elements. The Arts Council will present the fruits of that investment at tonight's (April 18) Council meeting. Additionally, it was determined that the initial three investors would form the nexus for a Joint Powers Agreement. Staff from each entity has met with legal counsel crafting an agreement that was approved by the Board of Supervisors and School District on April 10th and is before you tonight. The following highlights provide a synopsis of the agreement:

- Cooperative agreement for operation & maintenance of Madera County Arts Authority (powers, officers, bylaws, voting rights). Ralph M. Brown Act is applicable to the Authority.
- Establish members, in addition to original investors, to include at large

member from Madera County Arts Council and one at large member from unincorporated area of Madera County. (5 total)

- Financial provision: While the Authority is intended to be funded from voluntary contributions and grants with language specifically absolving the city of financial obligation,

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon in writing by the Member. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing. The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued.

it was noted in the 2015 report (attached) and emphasized here again that art centers, particularly performing arts center almost universally require public assistance or in lieu employee support.

Consistent with the agreement Council will need to select a board director, first and second alternate. The term will be determined by the Council and could be influenced by term of office or availability to meet the requirements of serving on the board. As a newly created JPA more participation (time requirement) will be required of the first board member than any succeeding board members.

FISCAL IMPACT

The City of Madera already invested \$100,000. No initial funding commitments are requested from the City of Madera at this time.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 311. Public Arts Program; Establish a public arts program to express and honor Madera's diverse multicultural and ethnic backgrounds

Strategy 314 Provide facilities for all arts in Madera including performing, visual, musical, written and vocal.

Strategy 315. Promote the Arts in Madera


CITY COUNCIL REPORT

Agenda Number D-1

Meeting Date March, 4, 2015



City Administrator



City Attorney

SUBJECT: Arts Council Funding Request and Request for Direction

BACKGROUND

At its meeting held on 8/20/14 Council considered a presentation by the Madera County Arts Council. The subject of that presentation was their interest in building an Arts facility using a bequest provided by the Elaine Secara Trust. In response Council appointed Council members Holley, Medellin, and Robinson to work with other community leaders in exploring ideas and measuring support by potential community partners.

The Arts Council is now appearing before Council seeking a contribution of up to \$100,000 for completion of a feasibility study. Two other community partners, the School District and County, are also being asked to participate for a grand total of \$300,000.

DISCUSSION

The "ask" being made by the Arts Council deserves thoughtful consideration. Briefly:

Art makes an important contribution to any community, both financial and in quality of life. Most would agree that arts of every kind, visual and performing, improve the fabric of community life. In addition there is a fair body of work that demonstrates a vibrant arts community adds to the economic life of a city.

Council should also note the scope of the project as currently being discussed may include master planning a new city hall, meeting rooms, and ribbon retail. Creating a north/south corridor anchored by public uses is being explored. A project of this scope

would represent a unique opportunity to breathe new life into downtown Madera. Such a project is the kind of event public sector leaders spend a professional lifetime hoping to engage and can turn into a signature career moment for all involved.

However – Council needs to fully consider what we may forego in order to pursue a project such as this. The \$100,000 request from the Arts Council will not be the last request for funds. Even a minimal scope project will almost certainly require additional funds from the City, including both *capital and operating costs*. Art centers, particularly performing arts center, almost universally require public assistance.

There is a basic reality of public finance – within reason a city can accomplish anything Council directs; we are unable to do everything we would like. Funds for this project regardless of scope will be competing with needs for an additional fire station, more parks, ADA compliance requirements, police officers, and a hundred other priorities that Council could easily identify.

In summary should Council provide funding for the feasibility analysis -- \$100,000 from General Fund balance is achievable – there needs to be a high degree of commitment to proceed with a project in some form.

In summary, it is an exercise in assessing priorities.

FISCAL IMPACT

An amount not to exceed \$100,000 from the General Fund is identified as the initial impact. Future allocations of funds and offsetting benefits from a project are not quantified at this time.

Should Council want to take action on the Arts Council request staff will bring back an appropriation resolution for approval. In addition Council may want to make use of City funds contingent upon like participation by the County and School District to ensure we are not the only public partner supporting the project with cash resources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

An entire section of the *Vision Plan* is dedicated to “A Rich Cultural life”. The references to support of the Arts are too many to be easily captured in this report, but may be briefly summarized as follows:

Strategy 311. Public Arts Program; Establish a public arts program to express and honor Madera’s diverse multicultural and ethnic backgrounds.

Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written, and vocal.

Strategy 315. Promote the Arts in Madera.

RECOMMENDATION

Staff recommends Council consider the information provided by the Arts Council and provide direction on next steps.

RECEIVED

City of Madera City Clerk

By: *D. Alvarez*

Date: *2/23/15*

C: *City Administrator*

City Attorney

Comm. Dev. Dir.

February 17, 2015

Madera City Council
c/o Robert Poythress, Mayor
205 West 4th Street
Madera, CA 93637

Mayor Poythress and Members of the Madera City Council:

I am writing this letter on behalf of the partnership formed for looking at the building and sustaining of a Madera County Arts Center. This partnership comprised of the following agencies: Madera Unified School District, The City of Madera, The County of Madera and The Madera County Arts Council. Several months ago, this group with representatives of elected Boards from the City, the County and the MUSD School Board and members of the Board of Directors of the Madera County Arts Council and staff from these groups, began meeting to discuss the feasibility of these groups coming together to support and build a new Madera County Arts Council to serve the residents of Madera County. While this discussion was not a new one to the Madera County Arts Council as we had looked into the possibility of building a Center for the Arts in 2012, the partnership's involvement was new.

Through the conversations of this group and its members, the site for this new Arts Center has been determined. The property at 209 W. Yosemite, the site of the current Madera County Superior Courts and the District Attorney's office has been decided upon and agreed to by the Madera County Supervisors. We are now at a place where a feasibility study needs to be completed. Unfortunately, these studies do cost money to complete. We are currently in the process of completing a bid process with the help of staff from the City and the County. At our last Partnership meeting, staff estimated the cost of this feasibility study would be up to \$300,000. At this time, the Partnership would like to ask the following entities to contribute a maximum of \$100,000 for the completion of this feasibility study: The Madera County Board of Supervisors, The City of Madera and the Madera Unified School District. Again, we are still in the bid phase, so we do not know who will be completing this for us.

It was asked at our last Partnership meeting, what the Madera County Arts Council would be bringing to the table in terms of monetary support for this endeavor. The Madera County Arts Council was bequeathed a sum of \$2.6 million to be used for the building of a Madera County Arts Center. Once the feasibility study has been completed and the construction of the building begins, we will be bringing that to the funding of this project.

You may ask what will an Arts Center provide for Madera County? Using the new Madera County Arts Center, we wish to showcase various types of visual, cultural and performing arts, including dance, music and theatre. Its users will include individuals, private groups, and schools. The design of the facility should enable the use of the facility to become a valuable civic resource that stimulates a culture of philanthropy, creative discourse, education, and opportunities for cultural awareness and expression. It should also provide space for galleries, digital, video, and voice over creations, a 500 seat theater, a black box theater, studios, and offices. People of all ages, cultures, and creative minds should feel

welcome and able to use this center. The community center should also become a destination location for touring exhibitions, site specific temporary installations, a venue for performers, and also offer an indoor and outdoor gathering place for family reunions, medium sized fund raisers, parties, art demonstrations, art fairs, and classrooms within surroundings that exude art, culture and the fabric of our community, old and new.

We are excited that this Partnership has been formed and is committed to the building of an Arts Center for Madera County! On behalf of the Partnership, I would again, respectfully ask that the County of Madera, the City of Madera and Madera Unified School District share equally in the cost of the feasibility study.

Thank you!


Dianna Young Marsh, Member
Partnership for the Madera County Arts Center

CC: David Tooley, City Administrator

Resolution No. _____

A Resolution of the City Council of the City of Madera Approving a Joint Powers Agreement with The County of Madera and Madera Unified School District to Form the Madera County Arts Authority and Authorizing the Mayor to Execute the Agreement.

WHEREAS, the City has invested financially in furthering the concept of an Arts facility; and

WHEREAS, partners in that endeavor, Madera County and the Madera Unified School district have invested equally with the City of Madera; and

WHEREAS, the initial investors seek to form a Joint Powers Agreement to create the Madera County Arts Authority as defined in the Joint Powers Agreement; and

Whereas, Approval of the Joint Powers Agreement will require an appointment of a director, first and second, alternate to sit on the board of the newly created Madera County Arts Authority

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. The Joint Powers Agreement between the County of Madera and Madera Unified School District, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is approved.
3. The Mayor is authorized to execute the Agreement and all related documents on behalf of the City.
4. This resolution is effective immediately upon adoption.

MADERA COUNTY ARTS AUTHORITY JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (this ("Agreement")) is made and effective as of _____, 2018 (the "Effective Date") pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A, in order to form the Madera County Arts Authority.

This Agreement is made to accomplish the following goals and purposes:

A. The Madera County Arts Authority's goal is to enlighten the public as to the enhancement and benefits of artistic principles, including but not limited to:

- a. Expanding artistic awareness, participation and expression in all areas of the arts – visual, literary and performing;
- b. Help organize and increase private and public sector support for existing and new cultural and educational activities;
- c. Enrich school curricula by promoting the arts;
- d. Serve all generation and cultural groups through the arts;
- e. Develop public and private financial support for the arts;
- f. Help strengthen existing arts organizations;
- g. Provide assistance to individual artists; and
- h. Help coordinate local arts resources, including raising funds to promote art in public places.

B. The parties to this Agreement wish to cooperate to carry out the above purposes in addition to cooperatively seeking to provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its operation and maintenance.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Agency" shall mean an entity eligible to participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code (The "Act").

(b) "Authority" shall mean the Madera County Arts Authority, being the separate entity created pursuant to the provisions of Government Code sections 6500 *et seq.* by this Agreement.

(c) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) "Committee" shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) "Days" shall mean calendar days.

(g) "General Members" shall mean those Members of the Authority more particularly identified as General Members on Exhibit A and which qualify for membership under the Act, and any agency that shall hereafter become General Members in accordance with the terms and provisions of this Agreement. Agencies requesting membership after the Effective Date of this Agreement and agree to be bound by the terms of this Agreement must be voted in by the Board consistent with Exhibit A and may then be designated General Members.

(h) "Members" shall mean the General Members

(i) "Parties" or "party" shall mean the Agencies that are General Members of the Authority and have executed this Agreement and any subsequent General Members joined in accordance with this Agreement.

(j) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but that are undertaken by fewer than all the parties, in the name of the Authority pursuant to Section 3.07, so long as the special activities are not detrimental in any reasonable manner, to the Authority or one or more General Members, and have been approved by the Board, pursuant to Section 3.06.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the "Madera County Arts Authority."

Section 2.02 – Term.

This Agreement shall become effective without further action by any party, upon the third (3rd) General Member executing this Agreement, and upon providing notice to the California Secretary of State as required by Government Code section 6503.5. This Agreement

shall remain in effect until terminated by agreement of a majority of then participating General Members. Unless it is terminated, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the General Members, through the Authority, to cooperatively provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its ongoing operation and maintenance

Section 2.04 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the then seated Board of Directors and are consistent with this Agreement. Notwithstanding the foregoing, the Authority shall not have the power to control, limit or empower a Member's rights under this Agreement.

Article III: Internal Organization

Section 3.01 – Governing Body.

The Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the General Members, as shown on Exhibit A, one member of the Madera County Arts Council, and one at-large member from the unincorporated area of Madera County.

A majority of the Board shall always consist of representatives from the General Members. Without amending this Agreement, the Board of Directors and at-large member composition may be altered from time to time to reflect the termination and/or admission of any new General Members and/or at-large members.

Each General Member shall select a representative, a first alternate, and a second alternate from its governing body, to serve as their Board Director. The term of each member of the Board of Directors and alternates so named shall be to serve until their respective successors are appointed. Unless the member is an elected official who is no longer in office. In such case, the alternate, or if the alternate is no longer in office, the second alternate, will become the representative until such time as the General Member designates new representatives. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director, including, without limitation, such Director's duties as a member of any Committee established pursuant to Section 3.03.

Section 3.02 – Officers.

The Board of Directors shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding fiscal year, select Officers from among the Board of Directors. The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors but who shall qualify and satisfy the requirements set forth in Government Code sections 6505.5 and 6505.6. The terms of such Officers shall be established by the Board of Directors annually with each Officer being able to serve a maximum of two consecutive terms. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.03 – Committees.

The Board of Directors shall determine the need for and may establish one or more committees from time to time. Each such Committee shall be comprised of representatives of the Board, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Authority. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.04 – Employees; Consultants.

The Board of Directors may hire employees and consultants including engineers, accountants and attorneys, to provide services and advise to the Authority to accomplish the purposes of the Authority. The County of Madera will provide legal counsel to the Authority, at its own expense, for one calendar year (365 days) from the effective date of this Agreement.

Section 3.05 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein. Any proposed initial bylaws must be provided to the Board of Directors in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board. Thereafter, proposed amendments to the bylaws must also be provided in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board.

Section 3.06 – Voting; Quorum.

- (a) A quorum for the transaction of Authority business shall be a majority of the Board.

Each Board Director (or in his/her absence alternate Director) shall be entitled to one vote. Any

Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum.

(b) Any action by the Board of Directors shall require an affirmative vote of the quorum of the Board, except that a decision to terminate or dissolve the Authority requires a vote of the majority of the Members. Any vote to adopt or amend bylaws of the Authority also requires a vote of the majority of the Members.

Section 3.07 – Meetings.

Meetings of the Board of Directors and any Committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as may be amended from time to time.

Section 3.08 - Special Activities.

With the prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds; Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular

reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(c) The Authority shall contract with a certified public accountant to make an audit of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person, including any selected Treasurer, shall file a bond in an amount designated by the Board of Directors.

Section 4.04 – Budget.

By June of each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 4.05, the Authority shall not impose assessments or other charges on Members.

Section 4.05 – Payments To The Authority.

(a) All fees, costs and expenses incurred by the Authority shall be funded (i) from voluntary contributions from third parties, (ii) contributions of the General Members, or (iii) grants or other funds secured by the Authority.

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon in writing by the Member. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing. The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued.

Article V: Management

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more persons to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any person so engaged shall have such responsibilities as are set forth in the contract for services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the persons that are engaged.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507 and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless agreed to, and to the extent otherwise already agreed to herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

(a) Additional qualified parties may join in this Agreement and become General Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement as if such entity had been an original signatory hereto.

(b) Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving written notice of its election to do so to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the “Effective Date of Withdrawal.”

(c) Upon withdrawal, the Member shall not be relieved of all obligations, if any, to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal and the same shall survive until satisfied in full.

(d) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(e) Upon the termination of a Member’s participation under Section 6.02(d), such former Member shall have no further obligations to the Authority, except that such Member shall not be relived of any obligations for costs or liabilities of the Authority, if any, that were incurred prior to the vote terminating that Member’s participation under Section 6.02(d).

Section 6.03 – Termination and Disposition Of Property Upon Termination Or Determination By Board of Directors Of Surplus

(a) This Agreement may be terminated upon the vote of more than one-half of the Members of the Authority.

(b) Upon termination of this Agreement or upon determination by the Board of Directors

that any surplus money is on hand, such surplus money shall be returned to the Members of the

Authority that contributed such monies in proportion to their contributions. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Member entities and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

(d) If the Authority is dissolved, all remaining funds, property and works will be divided evenly amongst the Member entities provided, however, any funds, property and works donated to the Authority by a specific Member entity shall be deeded back to or delivered to the specific Member entity if the Authority is dissolved.

(e) Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If the General Member(s) that are the party in the action that may cause liability under this section do not give notice to the General Members within five (5) business days of the service of the complaint that may result in liability, then the other General Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 –Liability For Debts.

The Members do not hereby intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any General Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each General Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by action of the Board. Any proposed amendment(s) must be provided to the General Members in writing at least thirty (30) days before the amendment(s) is considered by the Board of Directors. Amendments to this Agreement shall become effective 60 days after Board approval.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's

authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.06 - Insurance

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (f) protective liability for impacts on the Parties' operations. The Authority shall provide the Commercial General Liability Insurance with limits determined by the Board. The Authority shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit. Should the Board directly employ any individuals as employees of the

Authority, workers' compensation, employers' liability, and automobile liability will be obtained as determined by the Board.

Should the Authority enter into any agreements for goods, services or projects, including construction projects, any said agreements must contain contractual transfer of risk provisions as approved by any legal counsel retained by the Authority.

Section 7.07 – Defense and Indemnity

The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued. In addition, all personnel, labor, benefits, contract liability and insured tort liability shall be the sole liability of the Authority and not of one or more General Members.

Except for Special Activities as provided in Section 3.08 and disputes arising from Section 6.04, the Authority shall assume the defense of and indemnify and save harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the parties seeking indemnity.

Section 7.08 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the parties involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the parties are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days of notice of such dispute/controversy, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If they are unable to resolve such matter(s) through mediation within ninety (90) days of notice of a request to mediate, they may attempt to settle such issue(s) by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other parties by registered or certified mail with a copy to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the parties agreeing to arbitration, based on the Arbitrator's estimate and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the parties and shall be paid either in advance or as agreed. If a party does not pay as required the non-paying party shall lose its rights under this section.

Section 7.09 – Conflicts of Interest

The Authority shall adopt a conflict of interest policy.

Section 7.10 – Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

* * * * *

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

Dated: _____ CITY OF MADERA

BY: _____

ITS: _____

Dated: _____ COUNTY OF MADERA

BY: _____
Chairman, Board of Supervisors

ATTEST: Approved as to Legal Form:

BY: _____
Clerk, Board of Supervisors

BY: _____
Regina A. Garza, County Counsel

Dated: _____

MADERA UNIFIED SCHOOL DISTRICT

BY: _____

ITS: _____

J:\wdocs\01246\086\AGT\00562342.DOCX

Exhibit A

General Members

1. The City of Madera
2. The County of Madera
3. Madera Unified School District

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
April 18, 2018

AGENDA ITEM NUMBER:
C-2

Approved By:


PLANNING MANAGER


CITY ADMINISTRATOR

SUBJECT:

Second reading and consideration of adoption of an ordinance rezoning approximately 6,000 square feet of land located 100 feet north of the northwest corner of East Yosemite Avenue and High Street (110 High Street) from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District.

RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject property.

DISCUSSION:

Used Automotive Sales

The requested rezone to a commercial zoning would facilitate the development of the site as a used automotive sales business. Although City staff would view the development of traditional commercial retail sales of goods and services as most desired in the C1 (Light Commercial) Zone District, the development of a used automotive sales business acts to provide for immediate investment in the property and the generation of sales tax now, acting as a suitable interim use of the site until market conditions favorably support more intensive commercial development.

Rezone

The project is proposed to be developed on four adjoining properties. Three of the four properties are currently within the C1 (Light Commercial) Zone District. The northernmost parcel is currently located in the R3 (High Density Residential) Zone District. In order to develop the approved used automotive sales business on the project site, a rezone to the C1 (Light Commercial) Zone District must be completed. All four of the project parcels are within the C (Commercial) General Plan land use designation. Approval of the proposed rezone to the C1 (Light Commercial) Zone District would provide the required consistency between zoning and the General Plan.

The rezoning was considered by the Planning Commission at its March 13, 2018 meeting. The City Council introduced the rezoning ordinance at its April 4, 2018 meeting. The second reading and adoption of the rezoning ordinance would complete the rezoning process.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The second of the four core vision statements in the Vision Plan is "Good Jobs and Economic Opportunity". Approval of the rezone "supports diverse commercial and business opportunities [within a] vigorous economy [that] provides jobs and economic opportunity for all."

FISCAL IMPACT:

None.

REFERENCE MATERIALS:

Aerial Map

Ordinance

Exhibit A - Zoning Map

Aerial Photo



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF HIGH STREET (APN: 007-123-003), APPROXIMATELY 125 FEET NORTH OF THE INTERSECTION OF EAST YOSEMITE AVENUE AND HIGH STREET, FROM THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

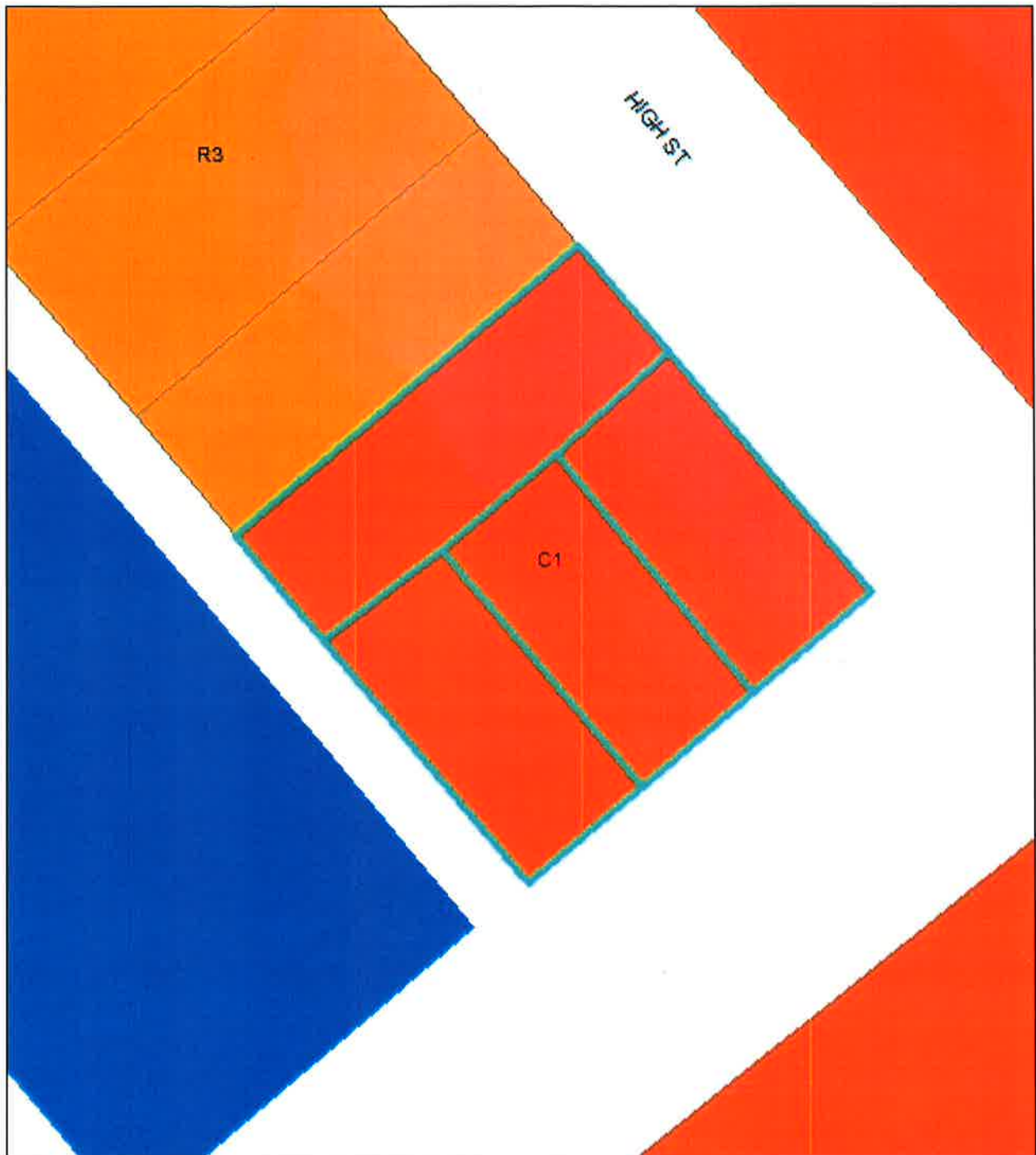
FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AMENDMENT AND ZONING.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A





REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of: April 18, 2018

Agenda Item Number C-3

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING CONTRACT FOR THE MADERA WASTEWATER TREATMENT PLANT REHABILITATION PROJECT, CITY PROJECT NO. WWTP 18-02, TO CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF \$3,312,000 FOR THE BASE BID LESS DEDUCTIVE ITEM C, AUTHORIZING CONSTRUCTION CONTRACT CONTINGENCIES IN THE AMOUNT OF \$300,000, CONSTRUCTION INSPECTION AND MANAGEMENT UP TO \$100,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

RECOMMENDATION:

1. That the City Council approves Resolution No. 18-__ approving:
 - a. The award of the contract for City of Madera Wastewater Treatment Plant, City Project No. WWTP 18-02 to Cushman Contracting Corporation in the amount of \$3,312,000.
 - b. Authorization of construction contingencies of up to \$300,000 as approved by the City Engineer.
 - c. Authorization of funding up to \$100,000 Construction Inspection and Management as approved by the City Engineer.
 - d. Authorization the Mayor to execute the contract on behalf of the City.

SUMMARY:

A series of capital projects have been recommended by City personnel to maintain essential functions and/or enhance operations at the Wastewater Treatment Plant. Many of these projects are included with this WWTP Rehabilitation Project. The design and construction of this project is funded in the Sewer Utility Rates and included in the 2017/18 Budget for Capital Improvement Projects.

Engineering

205 W. Fourth Street • Madera, CA 93637 • TEL (559) 661-5418 • FAX (559) 675-6605

www.cityofmadera.ca.gov

DISCUSSION:

Much of the discussion below is from previous reports presented to the City Council regarding the current activities at the Wastewater Treatment Plant.

Background

Staff has prepared a list of major maintenance projects that need to be undertaken at the Wastewater Treatment Plant "WWTP" in order to maintain essential operations. Stantec Consulting Service was selected as the result of a Request for Qualifications issued in late fall of 2016 to identify priority projects, prepare bid specifications and administer construction contracts. The design and construction work was anticipated to take over three years to complete.

Plant History/Capacity

The Wastewater Treatment Plant was expanded eight years ago to be able to handle 10.1 MGD (Million Gallons/Day). Currently we process about 5.1 MGD of sewage daily. To put this in perspective, this is enough waste to fill a professional football field 12-feet deep. The plant processes/cleans the City's sewage to secondary level of treatment which is then placed in percolation ponds where the ground does the remaining filtration as it is returned to the groundwater.

Essential Redundancy

Obviously, the plant must remain in operation continually. There is a 10 MG emergency overflow basin where sewage can be diverted in the event of temporary malfunctions or unusual spikes in flows. It is our last line of defense in an emergency, not our first. Each critical process in the plant is provided by multiple pieces of equipment so that if a single piece goes down, the remaining pieces are designed to carry the load while repairs or maintenance are performed. This redundancy is critical to maintain so we are never without a backup. As an example, in 2015, all three influent pumps, which lift the sewage from the deep sewer lines that enter the plant at the headworks, failed within a very short time. Without these pumps the sewage would backup in the sewer lines and overflow onto the ground. Fortunately, we were able to rent external pumps to replace this function for several months while the repairs were made. However, not all of the processes in the plant can be externally replaced like these pumps. Most of the components are not "off the shelf" stock items; they have to be rebuilt or custom built. Hence repair times can be lengthy, on the order of months in some cases.

The proposed projects are not intended to expand the plant's capacity or improve efficiency. The projects and equipment included within the current program were selected by Staff in consultation with the consultant to maintain critical redundancy and reduce our risk of a catastrophic failure. Below are the projects included in Stantec's original contract and the status of each.

Six of the nine projects are included in the 2018 WWTP Rehabilitation Project:

- 1. Anaerobic Digester Numbers 1, 2, and 3 **
- 2. Digesters/Centrifuge Complex Underground Drain;*
- 3. Primary Clarifiers Numbers 1, 2, and 3;*
- 5. Primary clarifiers' effluent/oxidation ditches' influent pumps and motors;*
- 7. Plant Water Supply Wells and Hydro Pneumatic Tank System;*
- 8. Non-potable Water/Recycled Water Pumps and Hydro Pneumatic Tank System;*

** Recoating of the Digesters is Deduct Item C (see "Situation" section of this report related to the bid award). This work is currently excluded from the contract due to the higher prices. Stantec is providing*

a recommendation for a reduced scope of critically necessary work that would either be added back in to the contract under allowable contingencies or packaged as a new project for next fiscal year.

4. Septage Receiving Station - A temporary equipment repair task is included in the M&O budgets for FY 2018/19 and it can be put back into service after repairs are made and the centrate drain line is repaired which will be fixed under the current WWTP Rehabilitation Project. This item was determined to be lower priority because the septage can be received at the headworks, in the interim, until funding is available for the repairs.

6. Mixed Liquor Suspended Solids (MLSS) - Oxidation Ditches 1, 2, and 3 – Four of the six gear boxes (2 per ditch) have been or are scheduled to be replaced by the end of this fiscal year. The remaining two gear boxes are included in the M&O budget for FY 18/19.

9. Evaluation of Reclaimed Water/Groundwater Extraction Wells. - Item 9 is the extraction well system that was never implemented/activated. The wells are now damaged due to ground settlement. Investing in repairs to this system is questionable because it may be more economical to purchase land for more percolation basins than to repair and operate an extraction well system that could require a very restrictive NPDES permit from the Regional Water Quality Control Board. The budget for this effort was used to design the new water supply well that was constructed earlier this year.

SITUATION:

The Engineering Division oversaw advertising and receipt of the bids. The consultant, Stantec, administered the bidding process including the mandatory pre-bid meeting, preparation of addenda, the bid opening, review of the bids and the award recommendation. Please reference the attached letter from Beth Cohen, Project Manager for Stantec, the City's consulting engineer that describes in detail the methodology for determining the low bidder and the final recommended contract amount and scope.

The bidders were required to submit a Base Bid for the entire project and then provide a value for three Deductive Items A, B, and C, respectively. Stantec announced prior to bid opening that the low bidder would be determined based on \$3.3 million in funding available for a construction contract. A table of the results is provided in the attached letter. Cushman Contracting Corporation submitted the lowest bid determined by the Base Bid less Deductive Items A, B, and C.

Once the lowest, responsible bidder is determined, the City has the option to determine which combination of deductive items to factor into the final contract award. Therefore, based on Cushman's bid value for Deductive Items A, B, and C it was determined that a contract could be awarded for the Base Bid less Deductive Item C, keeping Items A & B in the contract, for a total contract award of \$3,312,000.

Deductive Item C is the digester coating of all three digesters. It was excluded from the recommended contract amount with Cushman because the bid value for Deductive Item C was \$940,000. Based on Stantec's recommendation, a portion of the work may be added back into the project through change order under the allowable contingencies. Or, Stantec will make a recommendation for a future capital project to be programmed in the City's budget.

Staff concurs with the recommendation to award the contract for the 2018 Wastewater Treatment Plant Rehabilitation Project to Cushman Contracting Corporation in the amount of \$3,312,000 for the Base Bid less Deductive Item C. In addition to award of the contract, Staff recommends establishing a contingency allowance of \$300,000 for additions to contract due to unknown or changed conditions, subject to the Engineer's approval. Also included in the

recommendation is a budget of \$100,000 for internal construction inspection and administrative costs. This project will take approximately one year to complete.

The project is exempt from Environmental Determination under CEQA per section 15302(c) Replacement or Reconstruction.

FINANCIAL IMPACT:

Funding is appropriated in the FY 2017/18 Sewer System Utility Fund-Account No. 2040-82-300-3420-00-00-7030 for Project WWTP18-02 17/18 Essential Repairs.

The construction of this project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan, specifically:

Action 115.5 "Insure the physical and financial sustainability of the City's existing and expanding sewer and water infrastructure."

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AWARDED A CONTRACT FOR THE MADERA WASTEWATER TREATMENT PLANT REHABILITATION PROJECT, CITY PROJECT NO. WWTP 18-02, TO CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF \$3,312,000 FOR THE BASE BID LESS DEDUCTIVE ITEM C, AUTHORIZING CONSTRUCTION CONTRACT CONTINGENCIES IN THE AMOUNT OF \$300,000, CONSTRUCTION INSPECTION AND MANAGEMENT UP TO \$100,000 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

WHEREAS, The Engineering Division advertised a solicitation for bid proposals for the City of Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02, hereinafter called "the Project"; and

WHEREAS, sealed bids for the Project were received on April 3, 2018 and opened by the Office of the City Engineer; and

WHEREAS, funds for the Project were appropriated in the 2016/17 Capital Improvement Projects Budget and carried forward to FY 2017/18.

WHEREAS, the project is exempt from CEQA per section 15302(c) Replacement or Reconstruction.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Cushman Contracting Corporation is the lowest responsive and responsible bidder.
4. The contract for the City of Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02 with Cushman Contracting Corporation in the amount of \$3,312,000, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is approved.
5. Construction contingencies in the amount of no more than \$300,000 are authorized by the City Council subject to the review and approval by the City Engineer and Construction Inspection and Management Costs of up to \$100,000 are hereby authorized.

6. The Mayor is authorized to execute the contract on behalf of the City.
7. This Resolution is effective immediately upon adoption.



Stantec Consulting Services Inc.
3875 Atherton Road, Rocklin CA 95765-3716

April 5, 2018
File: 184030591

Attention: Keith Helmuth, City Engineer
205 W. 4th St
Madera, CA 93637

Reference: City of Madera WWTP Rehabilitation Project, WWTP 18-02, Bid Review

On April 3, 2018, the City of Madera received bids from five general contractors for the Wastewater Treatment Plant Rehabilitation Project. During the bid opening, the City announced the available funding limit for the contract is \$3,300,000, which became the basis of award as defined in Contract Document Specification Section 00410. The three low bids came from the following general contractors: Cushman Contracting Corporation (total bid with Bid Deductive Items A, B, and C is \$2,802,000), Western Water Contractors Inc. (\$2,866,000), and GSE Construction Company Inc. (\$2,973,100). The table below provides a summary of the bid results.

	Cushman Contracting Co.	Western Water Contractors, Inc.	GSE Construction Company Inc.	Spiess Construction Company, Inc.	Clark Bros Inc.
Base Bid Schedule:					
1. Lump Sum	\$3,840,000	\$4,057,000	\$3,813,500	\$4,036,000	\$4,750,000
2. Shoring	\$5,000	\$987	\$2,487	\$17,000	\$30,000
3. Act of G-d Insurance	\$7,487	\$3,500	\$7,000	\$6,487	\$18,000
4. Allowance	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
5. PC Pumps, Moyno	\$137,117	\$137,117	\$137,117	\$137,117	\$137,117
6. Digester Mixing, Vaughan	\$137,396	\$137,396	\$137,396	\$137,396	\$137,396
Total Base Bid	\$4,252,000	\$4,461,000	\$4,222,500	\$4,459,000	\$5,197,513
Deductive Bid Item A					
Digester Valves	\$110,000	\$187,000	\$107,000	\$78,800	\$26,000
Total with Item A	\$4,142,000	\$4,274,000	\$4,115,500	\$4,380,200	\$5,171,513
Deductive Bid Item B					
Sludge Mixing	\$400,000	\$543,000	\$400,000	\$366,900	\$57,500
Total with Item A & B	\$3,742,000	\$3,731,000	\$3,715,500	\$4,013,300	\$5,114,013
Deductive Bid Item C					
Digester Coating	\$940,000	\$865,000	\$742,400	\$677,571	\$786,000
Total with Item A, B, & C	\$2,802,000	\$2,866,000	\$2,973,100	\$3,335,729	\$4,328,013



April 5, 2018
Ellen Bitter
Page 2 of 4

Reference: City of Madera WWTP Rehabilitation Project, WWTP 18-02, Bid Review

The following forms required to be submitted within the bid documents were reviewed for completeness and acceptability:

1. Bid Form (00410)
2. Addendum Acknowledgement (00410)
3. Bid Security (00430) [notarized]
4. List of Subcontractors (00434)
5. List of Equipment Manufacturers (00436)
6. Construction Contractor's Qualification Statement (00451)

After review of the three lowest bidders' documentation, the following items are of significance:

- All bids received were above the announced funding limit. Therefore, if an award is made, the award is based on the lowest monetary bid received (for a responsive, responsible, bidder) for the total bid with Bid Deductive Items A, B, and C.
- All three low bidders included the appropriate information within their bid.
- All three low bidders are considered qualified and responsive.

Because the City has limited funds for award of construction, the contract should be limited to approximately \$3,300,000, as announced prior to opening the bids. Please note the following items for consideration:

- The 2017 engineering opinion of probable construction costs was \$3,700,000. After accounting for inflation (based on the ENR construction cost index), the total estimated construction cost is \$300,000 lower than Cushman's base bid. The difference between the estimate and bid price is partially due to the recently announced tariffs that increase the price of iron and steel products used on the project and the high price of specialized coating needed to protect the digester covers from corrosion.



April 5, 2018
Ellen Bitter
Page 3 of 4

Reference: City of Madera WWTP Rehabilitation Project, WWTP 18-02, Bid Review

- Article 7 of Specification Section 00410 describes the basis of award as follows: "In the comparison of Bids, deductive bid items will be applied in the same alphabetical order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a Project budget after receiving all Bids, but prior to opening them. For comparison purposes, if the Total Base Bid Amount exceeds the announced Project budget, deductive bid items will be accepted, following the order of priority established in the Bid Form, until doing so would allow the project to remain under budget. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its deductive item Bids for which Owner determines funds will be available at the time of award."
 - Because the City has determined there is approximately \$3.3M available for the construction contract, the City has the option to keep the digester valves and digester mixing system in the project (identified as Deductive Bid Items A and B).
 - In the submitted bid schedule, Cushman Contracting listed Deductive Bid Item A as \$110,000, Deductive Bid Item B as \$400,000, and Deductive Bid Item C as \$940,000.
 - If an award is made to Cushman Contracting, the total base bid (\$4,252,000) and deductive item C (\$940,000) will allow the contract to be awarded for \$3,312,000.

In accordance with the Contract Documents, Stantec confirmed the lowest bidder, Cushman Contracting Corporation, and all of the named subcontractors hold a valid contractor's license, has the appropriate insurance and bonding capacity, are registered at the DIR, and have acceptable references. During the qualification check, all of the references contacted for Cushman provided a positive report of their previous construction experiences. Further, the Contractor's insurance company has confirmed that their safety ratings (Experience Modification Rate, EMR) is well below industry average. Therefore, we have determined Cushman Contracting Corporation is qualified to perform the work necessary to complete the City of Madera Wastewater Treatment Plant Rehabilitation Project.



April 5, 2018
Ellen Bitter
Page 4 of 4

Reference: City of Madera WWTP Rehabilitation Project, WWTP 18-02, Bid Review

According to the specifications (and Public Contract Code, division 2, section 12102.2), the bid protest period officially ends five business days after notice of intent to award. Assuming no bid protests are received by the City, it is Stantec's recommendation that the City enter into a contractual agreement with Cushman Contracting Corporation for the construction of the City of Madera Wastewater Treatment Plant Rehabilitation Project for the Base Bid less Deductive Item C in the amount of \$3,312,000.

Regards,

STANTEC CONSULTING SERVICES INC.

Beth Cohen, PE
Project Manager
Phone: (916) 773-8100
Fax: (916) 773-8448
Beth.Cohen@stantec.com

SECTION 00520

AGREEMENT FORM

THIS AGREEMENT is by and between the City of Madera (hereinafter called Owner) and Cushman Contracting Corporation (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE PROJECT

- 1.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Madera WWTP Rehabilitation Project includes, but is not limited to, the following: install new equipment in three primary clarifiers, repair and coat concrete walls at the primary effluent pump station, install new primary sludge and scum pumps, install new mixing system at Digester No. 1, and install new valves and coating in all three anaerobic digesters.

ARTICLE 2 – WORK

- 2.1 Contractor shall complete all work as specified or indicated in the Contract Documents for completion of the project.

ARTICLE 3 – ENGINEER

- 3.1 The Engineer, Stantec Consulting Services Inc., is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents, unless otherwise modified in the Supplementary Conditions.

ARTICLE 4 – CONTRACT TIMES

- 4.1 Time is of the Essence:

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.2 Milestones, Substantial Completion and Final Completion Times:

The Work will be substantially completed within the following number of calendar days after Notice to Proceed, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

Substantial Completion of all Work	330 days
Final Completion of all Work	365 days

4.3 Liquidated Damages:

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.2, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that it will be impracticable to determine actual damages that Owner will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts:
1. Contractor shall pay Owner the amount of \$1,500 per day after the specified time in paragraph 4.2 for Milestone Completion. Milestone Completion will occur when all structures and structural improvements are in place and operable for holding, conveying and treatment of wastewater through complete treatment process, as defined in the Contract Documents. Systems do not have to be complete for final inspection and acceptance (see sections on Substantial or Final Completion of all Work, below) for items such as, railing, grating, spray nozzles, and other accessories, but they must be complete operationally and in service prior to Milestone Completion date. The Owner will incur daily fines if facilities are not operational and in service by said date.
 2. Contractor shall pay Owner the amount of \$1,500 per day after the specified time in paragraph 4.2 for Substantial Completion as defined in the Supplementary Conditions.
 3. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in paragraph 4.2 for Final Completion of all Work.
- B. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by Owner, and Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, Contractor agrees that Owner may deduct the amount thereof from any money due or that may become due to Contractor by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.
- C. In addition to the foregoing liquidated damages, Contractor shall pay any fines, penalties, or other monetary sanctions levied by any authority having jurisdiction over the Project on account of delays in completing the Work as detailed in section 4.2 past any extensions

allowed in accordance with Article 11 of the General Conditions, including but not limited to violations of discharge permit limits or other discharge restrictions. Justified time extensions, in accordance with Article 11 of the General Conditions, apply in this case.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.1.A.

A. For all Work excluding Deductive Item C, Coating of Digester No. 1, Digester No.2, and Digester No. 3, a Lump Sum of:

Three million three hundred twelve thousand dollars \$ 3,312,000

(in words)

(in figures)

B. All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Engineer will process applications for Payment as provided in the General Conditions.

6.2 Progress Payments; Retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or before the 30th day following receipt of a properly completed Application for Payment as provided in paragraphs 6.2.A.1 and 6.2.A.2 below. All such payments will be measured by the schedule of values established in 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed, as determined by the Engineer):

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 15.01 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining

progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) but delivered to the Site, stored and protected to the Owner's satisfaction.

- 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

- 3. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 15.06 of the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage) but delivered to the Site, stored and protected to the Owner's satisfaction.

- 6.3 Final Payment: Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer in accordance with the Supplementary Conditions.

ARTICLE 7 – SECURITIES IN LIEU OF RETENTION

- 7.1 In accordance with the California Public Contract Code, Section 22300, the Contractor will be permitted to substitute securities for any moneys withheld by the Owner to ensure performance under this contract.

- A. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

- B. Alternatively, the Contractor may request and the Owner shall make payments or retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this Agreement for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities,

interest, and payments received by the escrow agent from the Owner, pursuant to the terms of this Agreement.

- C. Securities eligible for investment under this Agreement shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.
- D. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

ARTICLE 8 – INTEREST

- 8.1 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS

- 9.1 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means,

methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 – CONTRACT DOCUMENTS

10.1 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. General Conditions;
 - 5. Supplementary Conditions;
 - 6. Technical Specifications;
 - 7. Drawings;
 - 8. Addenda (numbers 1 to 2, inclusive)
 - 9. Exhibits to this Agreement (enumerated as follows)
 - a. Notice to Proceed;

- b. Contractor's Bid;
 - c. Bid Document Certification;
 - d. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive);
 - e. List of Subcontractors;
 - f. List of Equipment Manufacturers;
 - g. Contractor's Statement of Qualifications for Engineered Construction;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed
 - b. Written Amendments (Change Orders);
 - c. Work Change Directives;
 - d. Field Orders(s).
- B. There are no Contract Documents other than those listed above in this Article 10.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- D. The Contract Documents are incorporated into this Agreement by this reference as if fully set forth herein.

ARTICLE 11 – PERMITS AND LICENSES

11.1 Contents:

- A. The Contractor is required to secure a City building permit (this is a no-fee permit), County well installation/modification of service and well destruction permits (including associated fees), and will be responsible for all other permits and associated fees, required for construction projects in the City and California, including those related to trenching, shoring, dewatering, storm water, and others.

11.2 Licenses:

- A. The Contractor is required to be licensed in accordance with Chapter 9, Division 3 of California Business and Professional Code and section 3300 of the California Public Contract Code, and the laws of the State of California.
- B. The Contractor and his subcontractors are required to have a local business license with the City prior to commencement of work.

- C. The Contractor will be responsible for all other required permits and associated fees, required for construction projects in the City, County and California.

ARTICLE 12 – CONFLICTS AND ORDER OF PRECEDENCE

12.1 Order of Precedence:

- A. In case of conflicts, errors and discrepancies, within the contract documents, the documents shall be given precedence in the following order:
1. Laws and Regulations and Permits
 2. Change Orders, the last in time being the first in precedence
 2. The Agreement
 3. Addenda
 4. Supplementary Conditions
 5. General Conditions
 6. Notice to Contractors
 7. Instruction to Bidders
 8. General Requirements (Division 1)
 9. Technical Specifications (Divisions 2 through 16 and Appendices)
 10. Drawings
 11. Referenced Standard Plans and Specifications.

ARTICLE 13 – MISCELLANEOUS

13.1 Terms:

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.3 Successors and Assigns:

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.4 Severability:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.5 Contractor's Certifications:

- A. A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract

13.6 Other Provisions:

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2018 (which is the Effective Date of the Agreement).

OWNER:

City of Madera

CONTRACTOR:

By: _____

Andrew J. Medellin, Mayor

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address: _____

APPROVED AS TO FORM:

ATTEST:

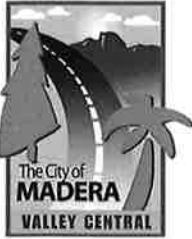
By: _____

Brent Richardson, City Attorney

By: _____

Sonia Alvarez, City Clerk

END OF SECTION



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: April 18, 2018



Department Director


City Administrator

Agenda Number: E-1

SUBJECT: Presentation of the Preliminary City of Madera Enterprise Fund Budgets for Fiscal Year 2018/2019 and Request for Direction from Council for a Budget Workshop Date

RECOMMENDATION: Council to select a date and time for the City of Madera 2018/2019 Budget Workshop.

DISCUSSION: This is the second of four preliminary budget presentations to the City Council pertaining to the City of Madera Fiscal Year 2018/2019 Budgets. The purpose of this preliminary presentation is to engage the Council and the public in the budget process and to help the Council, the public and staff to become familiar with the Enterprise Fund Budgets prior to the budget workshop and the final budget presentation. The Capital Project Budget was presented to Council on March 21st. The Preliminary General Fund Budget will be presented on May 2nd and all other preliminary budgets will be at the meeting on May 16th, if all goes according to plans. A special Budget Workshop will be held on a date of the Council's choice in late May to mid-June, and the Final Budget presentation will be presented to Council on June 21st or July 5th for consideration of approval.

The Enterprise Budgets are primarily funded by User Fees. Enterprise Funds are expected to be run as separate businesses that are funded by the rates that are charged for their services. Unlike the General Fund which has little control over the tax revenues, the Enterprise Funds have the ability to increase User Fees to meet its operational needs. This can be done without a vote of the public, but is subject to the Proposition 218 process, which gives the public the opportunity to contest such fee increases.

Attached at the end of this staff report are a Summary of Enterprise Fund Revenues and Expenses (Exhibit A) and a Summary of Enterprise Fund Working Capital Balance Projections (Exhibit B). These are preliminary figures that represent our best estimates at this time and are based upon assumption that rate increases will take place as previously approved through the Prop 218 process. However, we will be working with Raftelis to consider a possible reduction in the scheduled rate increases. This and other pieces of the puzzle that are still moving at this time could very likely change our budget projections prior to the Budget Workshop and/or the Final

Budget Presentation. The following information is based on the figures found in Exhibit A and Exhibit B.

Major Enterprise Funds - The City's Major Enterprise Funds are: Water, Sewer, Solid Waste and Storm Drainage. As can be seen in the Summary of Enterprise Fund Revenues and Expenditures, included as Exhibit "A", these four Enterprise Funds combined are projecting \$29.2 million of expenditures, which represents 83.5% of total projected Enterprise Fund expenditures in Fiscal Year 2018/2019. With projected revenues of \$29.3 million, the Major Enterprise Funds are projecting an \$85,605 combined surplus in Fiscal Year 2018/2019, which is essentially a break-even, representing 0.25% of the total projected expenditures in the Major Enterprise Funds and including \$5.5 million of capital outlay.

The Water and Sewer Budget requests for Fiscal Year 2018/2019 reflect an effort to better manage and maintain existing assets, to insure a sustainable water and sewer infrastructure as called for by the Vision Madera 2025 Plan. Public Works has looked at all staff allocations and corrected them to more properly align with where current staff are spending their time. Public Works has also pulled out Engineering direct staff allocations. Engineering costs will now be charged to the Sewer and Water Funds based on time spent on specific capital projects.

The Sewer Fund is operated from User Fee revenue and pays for the maintenance and operation of the sewage collection system and Waste Water Treatment Plant. There are no new positions being requested this year. Increased salary and benefit costs are due to the Wastewater Treatment Plant being near full staffing level. The Sewer Fund has \$1.4 million of new capital projects scheduled for FY18/19. The City will be completing an infrastructure asset inventory that was begun mid FY 15/16. The results will assist us in identifying and prioritizing future capital projects that will replace worn elements and improve efficiencies. Total Sewer Operational costs are projected to increase by 1%. With Capital Outlay included, there is a projected decrease of 28%. With these projections, the Sewer Fund is projected to cover the required 1.20 debt service ratio, with a projected ratio of about 1.62. The projected ending Working Capital balance for the Sewer Fund at the end of Fiscal Year 2018/2019 is approximately \$7.4 million.

The Water Fund is operated from User Fee revenue and pays for the operations and maintenance of the municipal water system including 18 wells, a one million gallon above ground storage tank, miles of distribution mains and approximately 13,000 water meters and services. During the current year, staff is continuing its efforts on the previously mentioned Infrastructure inventory and asset analysis to further refine our capital program. No new positions are being requested in the Water Fund for FY 2018/2019. The Water Fund has a projected surplus of \$622,026 (roughly 5% of budget expenses) for Fiscal Year 18/19, with \$3.96 million dollars requested for capital projects and the projected ending Working Capital balance is about \$9.8 million.

The Solid Waste Fund is operated from User Fee revenue and pays for solid waste collection and street sweeping. When the solid waste rates were set five years ago, there was a high fund balance that was in excess of the goal of 20-30% of the annual operating expenses. Along with user rates being reduced by 15% and projected to stay flat for five years, annual deficits were programmed for the subsequent 5 years. The deficit for the proposed FY 18/19 Solid Waste

budget is projected to be \$714,934. An increase of approximately 12% would be required to balance the proposed 2018/2019 Solid Waste Budget. Finance and the City Administrator will work closely with Public Works to determine what costs can be cut or rate increases should be considered, prior to the Budget Workshop. The Solid Waste Manager position has been eliminated in the Fiscal Year 2018/2019 Budget proposal. The projected Working Capital balance for the Solid Waste Fund is about \$2.5 million, which represents approximately 37% of the proposed operating expenditures.

The Drainage Fund - Drainage is projecting a 3% deficit. In Fiscal Year 2016/2017, staff repurposed certain drainage basins to be used for groundwater restoration. Shifting the related expenses to the Water Fund helped the Drainage Fund to project an 11.6% surplus for Fiscal Year 2017/2018. The projected Working Capital balance is roughly \$489,000.

Non-Major Enterprise Funds - The Non-Major Enterprise Funds project a deficit of \$30,042, which is the deficit projection for the Airport Fund. The Golf Course Fund projection is balanced, after a transfer in from the General Fund of about \$246,000 to help with the debt service on the bonds. Both the Golf Course Fund and the Dial-a-Ride Fund have negative projected Working Capital balances. The Dial-a-Ride Fund may be a timing issue that needs to be corrected in the budget request, as it should zero out. The Golf Course Fund has run a deficit in past fiscal years, but should be balanced in Fiscal Year 2017/2018. Staff will research these balances more closely and adjust the projections as necessary, prior to the Budget Workshop.

SUMMARY - In total, the Enterprise Funds project a \$2.6 million or 7.6% deficit for Fiscal Year 2018/2019, with total operational expenditures up by 1%, capital outlay down 22% and the overall proposed budget expense down 6% compared to Fiscal Year 2017/2018. The line-item detail for these budgets are not included in this presentation, but staff will be available to answer any general questions that Council or the public might have regarding any of these budgets, and line-item detail will be available at the Budget Workshop. Staff will present potential dates for the Budget Workshop for Council to consider and provide direction.

BUDGET WORKSHOP DATES: Staff has identified two dates for the City Council to consider for the Budget Workshop to be held. Those dates are: Wednesday, May 23rd at 6:00pm or Tuesday, June 5th at 6:00pm. Council can either select one of those dates and times or select another date and time that is most convenient for the City Council.

FINANCIAL IMPACT: There is no financial impact of this agenda item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The presentation of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

SUMMARY OF ENTERPRISE FUND REVENUES AND EXPENSES

Description	18/19		S&B		M&O, Debt, T/O		Subtotal		Cap. Outlay		18/19	
	Budget		18/19	%	18/19	%	18/19	%	18/19	%	Budget	%
	Revenue		Budget	Chng	Budget	Chng	Operations	Chng	Budget	Chng	Expense	Chng
FUND: 20400 - Sewer												
Undesignated	(9,763,257)	11%	0		0		0		0		0	
Finance Utility Billing - Sewer	0		246,436	-10%	103,301	-1%	349,736	-8%	250	-80%	349,986	-8%
Sewer Utility - Mtrnc./Ops.	0		826,808	-11%	695,234	-2%	1,522,042	-7%	0		1,522,042	-7%
Sewer Utility - W.W.T.P.	0		1,585,884	21%	2,327,216	-3%	3,913,100	6%	25,000		3,938,100	6%
Sewer Utility- Cap. Outlay	0		0		0		0		1,383,000	-74%	1,383,000	-74%
W.W.T.P., Bond Administration	(226,000)	0%	0		2,588,908	1%	2,588,908	1%	0		2,588,908	1%
Sewer Utility - Fin. Dept.	0		0		0		0		0		0	
TOTAL FUND 20400	(9,989,257)	10%	2,659,128	6%	5,714,659	-1%	8,373,787	1%	1,408,250	-74%	9,782,037	-28%
									(Surplus)/Deficit		(207,220)	
FUND: 47300 - 47600- Solid Waste												
Finance Utility Billing - Solid Waste	0		246,436	-10%	103,301	-1%	349,736	-8%	250	-80%	349,986	-8%
Municipal Disposal Activities	(5,340,910)	2%	231,269	-29%	5,201,229	8%	5,432,498	5%	150,000	0%	5,582,498	5%
Hazardous Waste Disposal Activity	0		0		0		0		0		0	
Solid Waste Recycling	(66,041)	-9%	0		66,040	-9%	66,040	-9%	0		66,040	-9%
Street Cleaning	(408,917)	1%	307,479	-26%	224,798	-5%	532,277	-18%	0		532,277	-18%
Beverage Container Recycling	(16,500)		0		16,500	0%	16,500	0%	0		16,500	0%
Used Oil Recycling	(17,916)	0%	0		17,916	0%	17,916	0%	0		17,916	0%
Tire Clean up	(108,895)	-11%	82,496	-15%	26,400	-10%	108,896	-14%	0		108,896	14%
TOTAL FUND 47300	(5,959,179)	1%	867,680	-22%	5,656,183	6%	6,523,863	2%	150,250	-1%	6,674,113	2%
									(Surplus)/Deficit		714,934	
FUND: 20300 - Water												
Undesignated	(11,191,424)	3%	0		0		0		0		0	
Finance Utility Billing - Water	0		492,871	-10%	206,602	-1%	699,473	-8%	500	-80%	699,973	-8%
Water Utility - Maint./Ops.	0		1,191,696	-12%	3,290,950	4%	4,482,646	-1%	0		4,482,646	-1%
Water Utility - Quality Control	0		521,895	-33%	711,997	-27%	1,233,892	-29%	0		1,233,892	-29%
Water Conservation Program	(1,320,000)		210,734		225,000		435,734		0		435,734	
Water Utility - Capital Outlay	0		0		150,000		150,000		3,954,500	52%	4,104,500	58%
Water Debt Services - Rev. Bonds	0		0		932,653	-1%	932,653	-1%	0		932,653	-1%
Water Utility - Billing/Collections	0		0		0		0		0		0	
TOTAL FUND 20300	(12,511,424)	15%	2,417,196	-10%	5,517,202	4%	7,934,398	0%	3,955,000	51%	11,889,398	12%
									(Surplus)/Deficit		(622,026)	
FUND: 45000 - Drainage												
Drainage System Capital Outlay	0		0		0		0		0		0	
Drainage System - Operations	(841,250)		0		99,357	-3%	99,357	-3%	0		99,357	-3%
Drainage System - Flood Control	0		524,489	23%	246,112	1%	770,601	15%	0		770,601	15%
Undesignated	0		0		0		0		0		0	
TOTAL FUND 40500	(841,250)	0%	524,489	23%	345,469	0%	869,958	13%	0		869,958	13%
									(Surplus)/Deficit		28,708	
TOTAL MAJOR ENTERPRISE FUNDS												
	(29,301,110)	10%	6,468,492	-4%	17,233,513	3%	23,702,005	1%	5,513,500	-32%	29,215,505	-8%
											(85,605)	
FUND: 20500 - Airport												
Municipal Airport Operations	(626,400)	0%	209,803	-2%	446,639	0%	656,442	-1%	0		656,442	-1%
Airport - Capital Projects	0		0		0		0		0		0	-100%
TOTAL FUND 20500	(626,400)	-44%	209,803	-2%	446,639	0%	656,442	-1%	0		656,442	-45%
									(Surplus)/Deficit		30,042	
FUND: 20600 - Golf Course												
PCS - Golf Operations	(316,583)	-11%	0		64,083	-82%	64,083	-82%	0		64,083	-82%
Golf Course Debt Service	0		0		252,500		252,500		0		252,500	
TOTAL FUND 20600	(316,583)	-11%	0		316,583	-11%	316,583	-11%	0		316,583	-11%
									(Surplus)/Deficit		0	
FUND: 21228 - Dial-A-Ride												
Transportation - Dial-a-Ride	(978,706)	19%	107,760	-29%	870,946	10%	978,706	3%	-	-100%	978,706	3%
Dial-a-Ride - Capital Outlay	(78,507)		0		0		0		78,507		78,507	
TOTAL FUND 21228	(1,057,213)	28%	107,760	-29%	870,946	10%	978,706	3%	78,507	4247%	1,057,213	12%
									(Surplus)/Deficit		0	
FUND: 21229 - Fixed Route												
Transportation - Fixed Route	(1,368,142)	21%	144,240	-5%	1,001,155	4%	1,145,395	2%	222,747	12234%	1,368,142	22%
Low Carbon Transit Operation	0		0		0		0		0		0	
MAX - Capital Outlay	0		0		0		0		0		0	
Prop 1B PTMISEA	(2,384,986)		0		0		0		2,384,986		2,384,986	
TOTAL FUND 21229	(3,753,128)	30%	144,240	-5%	1,001,155	4%	1,145,395	2%	2,607,733	48%	3,753,128	30%
									(Surplus)/Deficit		0	
TOTAL NON-MAJOR ENTERPRISE FUNDS												
	(5,753,324)	11%	461,803	-11%	2,635,323	3%	3,097,126	0%	2,686,240	17%	5,783,366	8%
									(Surplus)/Deficit		30,042	
TOTAL ENTERPRISE FUNDS												
	(35,054,434)	10%	6,930,295	-4%	19,868,836	3%	26,799,131	1%	8,199,740	-22%	34,998,871	-5%
											(55,563)	

EXHIBIT B

SUMMARY OF ENTERPRISE FUND WORKING CAPITAL BALANCE PROJECTIONS

Description	17/18 Est. Beg. Working Capital	17/18 Surplus/(deficit)	18/19 Est Beg. Working Capital	18/19 Projected Surplus/(Def)	18/19 Est Ending Working Capital	% Change in 18/19
FUND: 20400 - Sewer	6,871,453	305,474	7,176,927	207,220	7,384,147	3%
FUND: 47300 - 47600- Solid Waste	3,375,829	(192,752)	3,183,077	(714,934)	2,468,143	-22%
FUND: 20300 - Water	7,467,394	1,708,139	9,175,533	622,026	9,797,559	7%
FUND: 45000 - Drainage	391,966	125,554	517,520	(28,708)	488,812	-6%
FUND: 20500 - Airport	941,488	103,686	1,045,174	(30,042)	1,015,132	-3%
FUND: 20600 - Golf Course	(651,973)	(54,092)	(706,065)	-	(706,065)	0%
FUND: 21228 - Dial-A-Ride	17,804	(122,977)	(105,173)	-	(105,173)	0%
FUND: 21229 - Fixed Route	17,803	4,291	22,094	-	22,094	0%
	18,431,764	1,877,323	20,309,087	55,563	20,364,650	